

A
Treasury for DEALERS,
O R

The Merchant, Cash keeper, Masters, Owners of Ships, Freighters, Factors, Mariner, and Notary Publick's, best Instructor and Companion, in three parts.

Part I. Containing an account of Merchants, and Merchandize, Exchanges, and Bills of Exchange, with the manner of Protest, Forms of the most material Writings, belonging to Merchandize, or Sea Affairs, Customs, Entries, &c. The Privileges and Rights of Owners of Ships, Instructions for Masters of Ships of Average Contribution; the Port of London, Customs, and Privileges of the City, relating to Trade; Directions for insuring Ships, Merchandize, &c. with the form of policy of assurance; *Tenus Nauticum Bottomere*, an account of the Ports, &c. where Goods may be laden, with Fees claimed by Custom-house Officers, Customs of London, in relation to Aliens; the Factor and Book-keepers faithful Guide.

A very useful Table, containing an exact account cast up, for buying and selling any Commodity, by Number or Weight, with many other necessary things.

Part II. Instructions for young Saylors, Mariners, Purfers and Stewards of Ships, &c. in what materially relates to them.

Part III. Containing useful Writings, as Bonds, Bills, Wills, Letters of Attorney, Deeds of Gift, Bills of Sale, Penal Bills, General Releases, and all other useful Writings.

By J. C. Notar. Pub.

London, Printed for G. Conyers at the Golden Ring and
T. Ballard at the Rising Sun in Little Britain, 1701.

G. C. Notar. Pub.



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The P R E F A C E
To the R E A D E R.

THAT Books of this Nature should be made as publick as possible, is but very reasonable, seeing they aim at the general Good, and are useful and profitable to many Persons of no inconsiderable Rank, as well as for the utility of a flourishing Kingdom in general, and tho' such a Book as this has not hitherto in one, nay not in many Volumes (and, as to several particulars, not at all) appeared in the world to supply that defect, with much Care and Pains I have set forth one entirely necessary, and so often desired by understanding Persons, that I cannot conceive the least scruple but it will find a favourable Reception with all, whom it may any ways concern, as to the matters of Business it treats of, which is very
copious,

To the Reader.

copious, nay it cannot but be welcome to others not yet concerned, who in time may have occasion to put many things contained in it in Practice, to the improvement of themselves in the raising their Fortunes.

I confess it was chiefly intended for those who are employed in Marine Affairs, either in the way of Commerce or otherways, though in General it may serve for, and be a help to all considerable Traders or Dealers, and especially young Beginners having something in it agreeable to most Degrees and Employments in the way of understanding them, truly giving a Light into what is transacted of these Natures, as well abroad as at home. Here the Merchant may be informed in many things advantageous in his way, as well as his Cashier, Book Keeper or Factor. The Owners and Masters of Ships or Vessels, may know how they ought to proceed with safety, and avoid those Troubles and Damages many fall under by Inadvertency

or

To the Reader.

or Oversight in the Management of their grand Concerns, by being informed how far the Laws or such Customs as carry with them the force of a Law, will warrant or bear them out, and be able themselves without the charge and trouble of a Notary or Publick, by Presidents here set down to make such writings as are unavoidable to them in their way, to which for the most part are annexed such Directions and Instructions as may prove a faithful Counsellor to them in many Emergencies; when no other is at hand, with several Dues and Duties that are justly to be payed in many Respects. Also Tables of Coins, weights, Measures, &c. Bills of Exchange and Exchanges, their Manner and Use with much exactness, Entries, Custom house Officers Fees, Court of Admiralty, and Customs of the City of London, stating Merchants Accounts, and a great many other such like useful things too many to be enumerated in a Preface.

And herein I have not been unmind-

To the Reader.

ful of the honest Saylor, whose Industry brings so great an advantage to the Nation, in setting it down as I find it directed by the most expert and approved in such Arts, many things very useful in Navigation, that must of necessity be a help to younger sort of Mariners, and give a larger Improvement to those of considerable standing, and that nothing may be omitted which is useful, I have closed the Book with Forms or Presidents of other necessary writings, than what I have already hinted at, as Bonds, Letters of Attorney, Bill of Sale, Wills, Bill of Hand, Warrant of Attorney to confess Judgment, General Release, and the like, with some Directions in the Legal ordering and Management of them very useful at Land and Sea; and so conclude, it is such a Book, and at so small a Price. that it cannot but prove grateful to all, which is the desire of your Friend to serve you,

J. S.

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*A Catalogue of BOOKS sold by T. Ballard
at the Rising Sun in Little-Britain.*

Essays upon several Projects; or effectual ways for advancing the Interest of the Nation: Wherein are plainly laid down, the means by which the Subjects in general may be eased and enriched, the Poor relieved, and Trade encreased in the most material Branches of it, viz. in Constituting Seamen to theirs and the National Advantage, for Encouragement of Merchants and Merchandizing; for Relief of the Poor of Friendly Societies, for discouraging Vice, and encouraging Virtue; the usefulness of Banks and Assurances, to prevent Bankrupts, with the surest way to recover bad Debts, and many other considerable things, profitable and conducing to the great advantage of the Nation in general.

An Introduction to the Art of Logick Composed for the Benefit of young Scholars and others, who have not the opportunity of being Instructed in the Latin Tongue.

With a short Exposition of the Precepts, by which any one of indifferent Capacity may, with a little pains, attain to the Knowledge and Use of that Noble and necessary SCIENCE.

Published for a publick Advantage, by Person of Quality, Student at Cambridge.

A Treasury for Dealers:

O R,

The Merchants, Masters, Owners of Ships, Freighters, young Factor and Saylor's best Instructor and Companion, &c.

THE INTRODUCTION.

AS *England* by its commodious Situation, and many good Rivers, Havens, Creeks and Ports has the Ascendant in the Scale of Maritime Affairs; so the Industry of its Inhabitants has been no less employed and improved in the promoting it, from the Encouragement that has been given our Merchants at Home and Abroad; which began principally to flourish in the Reign of *Queen Elizabeth*, who, for the great Diligence she effectually used in Encouraging Navigation to all Parts of the known World, was justly stiled, even by Strangers, *The Restorer of the Glory of Shipping, and Queen of the Northern Seas*; from which time it has continued to encrease very much, till it has been brought to Perfection, as at this Day, to the great Advantage of the Nation in general, and the enriching many in particular. But to be brief, and come near; I shall in the first place concisely set down by whom so vast a Trade is carried on, and their Incorpora-

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2 The Dealer's Treasury.

ration for the most part, and what Trade, as to Goods or Merchandize they respectively deal for; which may be a Light to many young Beginners, Traders, and Factors, and then I shall proceed to things of particular Use and Advantage.

C H A P. I.

Of Merchants Incorporated, and others: The great Advantage of Trade and Commerce, &c.

THe Antientest that I find of these, is the Merchant Adventures of *England*, who drove a gainful Trade in the Reign of *King Edward the First*, Anno 1296, and obtained large Priviledges of *John the Second*, Duke of *Brabant*, to settle a Trade at *Antwerp*, for the Countries of *Flanders*, and the greater Part of the *Nether Germany*: And *Edward the Third* joyning League with the *Flemings* against the *French*, confirmed it, so that particularly a Staple or Mart of the Woollen Manufacture was set up there, with such Privileges and Imunities, as greatly enriched the English Nation, and caused a great number of *Flemings*, skilful in the Woollen Manufacture, to come into *England*, who taught the Natives to make Cloath and Stuffs, so that we are at this Day so far from being beholden to other Nations for it, as we then were, that we supply them in abundance, to the setting at Work many thousands of poor People, over and above the Gain accruing to the Merchants. And then upon the King's Breking with the *Flemings*, it was removed to *Hamburg*, and other Parts of *Germany*, and highly encouraged by most of the succeeding Kings and Queens, to the great Encrease of Riches, and the Credit of the English Nation abroad; which Company of Merchants is at this Day much enlarged, and all new Draperies comprized in it.

This Company, by a peculiar Right and Priviledge,

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Of Merchants Incorporated.

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export dress and dy'd Cloaths of *Devonshire, Gloucestershire, Kent, Somersetshire, &c.* in very great Quantities. Also Oils, Skins, Worsted, Lead, Tin, Woollen Stockings, Hats, Silks, Fruits, Spanish Wines, &c. Importing Hollands, Lawns, Cambricks, Diapers, &c. in great Quantities; also Tapestries, Mather, Rhenish-Wines, Hops, Latten, Blades, Soap, Wire, Plates, Copper, Steel, Brass, Iron, Quick silver, Argol, Flax, Gun-powder, Hemp, Allom, Wax, mineral Salt, &c. to the great enriching of this Nation.

The *Muscovy* Company of Merchants, trading in the Region of the North, was Incorporated by King *Edward* the Sixth, and encouraged with additional Priviledges by Queen *Mary*, Queen *Elizabeth*, &c. confirmed by an Act of Parliament in the 8th Year of the latter Queen's Reign; and have by their Charter several Priviledges and Immunities granted them.

The Commodities they Export are all sorts of Woollen Cloath, Died and Dress'd, Kerseys, Cottons, Bays, Perpetuana's, Fustians, *Norwich* Stuffs, proportionably Died and Dressed; Lead, Tin, Pewter, Allom, Copper, Thread, and Lace, ordinary sorts of Wine and Fruits of little Value here, with other Commodities of the Growth and Manufacture of *England*; for which they Import Pot-ashes, Tar, Cordage, Cable-yarn, Tallow, Wax, red Hides, Buff-hides, Cow-hides in the Hair, Goat-skins undress'd, Cord-vants, tann'd Hides, Hogs Bristles, Raw Silks, Linseed, Ising glass, Stoad, Beaver, Wool and Wombs, several kinds of rich Furrs, Train-oil, Seals-skins, Flax, Hemp, Linnen, Civere, Salmon, Stock-fish, Cod-fish, Rhubarb, Castoreum, Agarick, and several other useful Drugs and Commodities.

The *Levant*, or *Turky* Company of Merchants, first traded into the Seignories of the Venerians, and then extended their Traffick into the Territories of the Grand Seignior, or Dominion of the Great Turk; maintaining a great Factory, and exporting at least 300000

The Dealer's Treasury.

Broad Cloaths yearly ; having been incorporated with large Priviledges in the Reign of Queen *Elizabeth*, and since confirmed by her Successors Kings of *England*; having Factories in great Reputation at *Constantinople*, *Smyrna*, *Aleppo*, &c.

They export Cloath died and dressed, Kerseys, Iron, Tin, Lead, Wire, Steel, Pewter, Furs, Pieces of Eight, Hides, Sugar, Elephants Teeth, Brasil, and several Indian Commodities, as Spices, Logwood, Indico, Cochineel, white and red Lead, &c. For which they import raw Silks of *Persia*, *Damascus*, and *Tripoly*, Camblets, Grograins, Grograin-yarn, Mohairs of *Augora*, Wools, Cotton-yarn of *Smyrna*, and *Cyprus*, Galls of *Moselo* and *Toccat*, Currans, Oils, Drugs, *Turky* Carpets, Cordivants, Box-wood, Rhubarb, Worm-seed, Senna, *Turky* Leather, Blue, Yellow and Red, Cummin-seed, and other rich Commodities.

The Company of Merchants trading to the *East-Indies*, now called the old *East India* Company (distinguished so from the new One established in the Reign of King *William* the Third,) was first Incorporated in the Reign of Queen *Elizabeth*, and since confirmed with large Priviledges and Immunities added to their Charter, trading in *India*, *China*, *Persia*, and *Arabia*.

They export Pieces of Eight, Dollars, &c. Broad Cloath, Perperuana's, Powder, Lead, Amber, Looking glasses, Sissers, Knives, Beads, Bracelets, Quick-silver, Coral, Vermillion, Allom, Brimstone, &c. for which they import some Spices, Cotton-yarn, Callico's and Muslins, unstained Pintado's of divers sorts, Tamerinds, Saunders, Spicknard, Bezoar stone, Alloes, Mirrh, Rhubarb, Opium, Frankincense, Borax, Cassia, Mirabellans, Calamus, green Ginger, Camphire, Sandal-wood, Benjamine, Musk, Civit, Amber-grease, Rice, Indico, raw Silks, curious Cabinets, Fanns, Pearl, and Mother of Pearl, Diamonds, and other precious Stones of divers kinds, Cornelian-rings, fine *China* Ware, Laquer, Furs,

Of Merchants Incorporated.

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Furrs, Skins of wild Beasts, Porcelain, Copper, China Roots, *Sanguis Draconis*, with other rich Drugs and Commodities.

The Eastland Company of Merchants was incorporated in the 21st Year of the Reign of Queen Elizabeth, Anno 1597, and confirmed by King Charles the Second, with full Power to trade in Norway, Sweedland, Poland, and many other Eastland Countries, and free Cities, &c.

They export Perpetuana's, Woollen-cloath, Kerseys, Serges, Norwich Stuffs, Lead, Tin, Cotton, Pewter, Stockins, Hats, Gloves, and some Spices of India; with divers Southern Commodities, as Sattins, Silks, &c. for which they Import Masts, Deals, Timber, Oars, Clapboards, Baulks, Bumspars, Cantspars, Pipe-Saves, Wainscot and Quarters; likewise Flax, Hemp, Linnen Cloath, Fustians, Cable-yarn, Cordage, Pitch, Tar, Pot-ashes, Tallow, Hides, Lattrin, Copper, Steel, Wire, Corn, Quick-silver, Furrs, Buck-skins, Train Oil, Stock fish, Sturgeon, Mather, &c.

The Royal Company had their Charter on the 20th of January, in the 14th Year of the Reign of King Charles the Second, intituling them, The Royal Adventurers of England, trading into Africa, or Guinea Company, having a Priviledge to trade from Satty in South-Barbary, inclusive to the Cape of Good Hope. They export Iron, Copper, Sheets, Slesies, Perpetuana's, Seys, Welsh-Pans, Cowries, Coral, Callicoes, Nicanians, Clouts, Amber, Powder, Muskets, Turkey Carpets, Brandy, Strong-waters, Spirits, Taffeties, Gingham, Beads of all sorts, Buck-horn Knives, Swords, Tallow, &c.

They import Gold, Elephants Teeth, Hides, Mallegutta, or Guinea Pepper, Red-wood, Amber-grease, with other Commodities, besides a great number of lusty Negroes, which they carry to the American Plantations, having their Factories along the Coast, viz. at Rio, Grand Gambo, Nuno, Siera, Liona, Cestos, Cerebro, Achia, Anta, Comenda, Cape-Corso, Cormentine, Ardia, Denir, Old and New Callabar.

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The Dealer's Treasury.

Over and above these incorporated Merchants, there are many others trading in other Parts, who bring in large Sums by Custom, for the augmenting the Crown Revenue, viz. The Italian Merchants, or such as trade into the Country of *Italy*, &c. as *Leghorn*, *Venice*, *Genoa*, *Sici'y*, &c. These are beneficial to the Nation, importing divers rich Commodities, as Wines, Oil, wrought and raw Silk, Velvet, Plushes, Damask, Cloath of Gold and Silver, Grograms, Fustians, Allom, Anniseeds, Rice, Almonds, Saffron, Brimstone, Gold and Silver, *Venice* Treacle, Argile, Quick silver, Looking and Drinking-glasses, Anchovies, Marble, &c. for which they export Cloath, Bays, Says, Serges, Perpetuana's, Lead, Tin, Pewter, Kerseys, white and red Herrings, pickled Salmon, Pilchards, *Newfound-land* Fish, *Russia* Hides, Tallow, Calves-skins, Tobacco, with some Drugs and Spices of *Persia*, *India*, and *Arabia*.

Dutch Merchants, or such as Trade in the *Low Countries*, *Holland*, *Flanders*, &c. import Salt Peter, Butter, Cheese, Tapestry, Quick silver, Rhenish Wines, Furs, Pictures, Tape, and much Haberdashery Ware, &c. And for these Spices, and other Commodities, they exchange Woollen Cloath, Lead, Tin, Sheeps and Cony-skins, with other English Commodities, or Manufacture.

Those Merchants trading to the *West-Indies*, drive a very considerable Trade, to the great Advantage of the Nation, viz. to *Virginia*, *Barbadoes*, *Nevis*, *Jamaica* and other Places.

These Merchants not only export all sorts of English Commodities, proper for the way of Trade in those Parts, but also those of other Nations, which for the most part, they are from hence provided with in great Quantities, other Nations being prohibited to trade with them; so that the Growth and Manufacture of those Plantations are in abundance brought into *England*, as Tobacco, Sugars, Molossus, Cotton, Indico, Ginger, *Jamaica* Pepper, Beaver, Deer-skins, and in such

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Quantities, especially Tobacco, which much raises the Revenue of Customs, that being overstock'd herewith, great Quantities are exported and sold at valuable Rates to the Neighbouring Nations.

There are others that drive a considerable Trade when open, and allowed of, who are called Canary, Spanish, and French Merchants, also trading to Portugal.

The Canary Merchants trade to the seven Islands, anciently called, *The Fortunate Islands*, and now called, *The Canary Islands*, v.z. *Grand Canaria*, *Palma*, *Tenerif*, *Iterro*, *Groncera*, *Lanzerote*, and *Tenerta-ventura*; exporting our Manufactures, as Kerses, Bays, Serges, Perpetuana's, Says, *Norwich* Stuffs, Hats, Stockins, all manner of Haberdasher's Ware, Iron and Tin-wrought, great Store of Poor-jack, Pilchards, Herrings, Beef, Pork, Wheat, and other Grain; likewise many sorts of Linnen-cloath, Pipe-staves and Hoops, &c.

For this Canary Wine is imported in great abundance, it being the chief Commodity of those Islands: As also some *West-India* Commodities, as Varnish, Hides, Tobacco, Logwood, Colchineel, Campechiana, Sylvester, Indico, and what else those Islands afford of their own, or is brought thither from the Spanish *Indies*.

The Spanish Merchants trading to Spain and Portugal, &c. import Wines of *Zeres*, *Mallaga*, *Bastard Candado*, and *Alioant*: Likewise Olives, Oyl, Sugar, Ginger, Fruits, Plate, Allom, White Marble, Liqueurish, Anniseeds, Sodobarrilla, Soap, Rosin, &c. They export in lieu of them Serges, Says, Bays, Perpetuana's, Cloath, dyed and dressed, Calves skins, Lead, Shor, Iron, Tin, Herrings, Pilchards, Salmon, Poor-jack, Silk-stockings, &c.

The French Merchants, when Trade was open imported Claret, White Wine, Brandy, Paper, coarse and fine Linnen, Tabby, and other Silks, Canvas, Dowlas, Buckeram, Glass, Cards, Salt; and exported

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red Woollen-cloath, Kerfes, Cottons, Bays, Frizes, Pilchards, Herrings, *Newland* fish, Lead, Gauls, Cotton-wooll, with some other Commodities.

These flourishing Merchants employ a great Number of People both abroad and at home, who live plentifully under them; and that you may guess at the rest, I shall only instance the Merchants of the *Levant*, who, in peaceable Times especially, ordinarily employ four or five thousand Sailors, and sometimes six thousand, besides Porters, Weighters, Barge-men, Lighter-men, Car-men, Ship-wrights, Corkers, Coopers, Packers, and other Assistants, amounting to about three thousand; besides their Factors abroad, and Accountants at home; and are computed to pay upward of six thousand Pounds *per Annum* for Customs.

The Method of Trade is for ready Money, by Bills of Exchange, Verbal Credit, and sometimes by Exchange of Commodities, at mutual Allowance, as the Rates are.

In *London*, the Royal Exchange, situate in *Cornhill*, is the properest Place to bargain for Merchandize of all sorts, where every Day, *Sundays* and other Holidays excepted, between the Hours of Eleven and One, Merchants of all Nations meet, and discourse about their Affairs.

The Way of Payment is, either to draw a Bill upon some Merchant, Shopkeeper, or other wealthy Person here, or Correspondent beyond the Sea, which Bill specifies Payment upon Sight, or at the Time in which it is to be payed; (as when I come to speak of Bills of Exchange, shall be more largely set forth,) or to take the Party's Word for 3, 6, 9, or 12 Months, &c. or a Bill of Hand; but in this I prescribe no certain Rule, by reason every one is at Liberty to Credit, or not to Credit, to give shorter, or longer Time, as he sees it convenient. And here for the Ease of Merchants and Traders, are Brokers employed, usually

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called Change-brokers, who bargain and buy for others to a great Value. But to proceed to things of Use and Practice, &c.

C H A P. II.

Of Par in Exchange, for reducing Forreign Coins to an equal Value with the currant Coin of this Kingdom; the Nature of Exchange, and how ordered in Payment, by Bills or Money, &c.

TO know the Practice of Exchanges, is so useful to all Merchants, Factors, and considerable Traders in general, so as to avoid many Inconveniences that may happen to their Detriment when past recal, by Ignorance, Error or Mistake, that it may be said to be the very Life of Commerce; wherefore for their true Instruction, I shall lay down what is necessary to this weighty Affair.

There are some places that have Exchanges in themselves, yet depend on other places, having only certain fixed Times or Fairs appointed by the Custom of Exchangers; in which, or to which, their Bills of Exchange are either expired, renewed or dated, as at *Placentia*, &c. and further observe, in any Country where there is more than one Exchange established, the Metropolis or principal Exchange, gives Rules to the rest, if the Coins be of equal Value and Fineness, though it is much in the Will of the Merchant and Banker to assign the Place, as they shall conclude it most convenient, though they usually pitch upon principal Places where their Bill will meet with a quick Dispatch; and to facilitate this, there are several Cities that Exchange in one and the same Monies, Coins, and Denominations, as, *Naples*, *Lechi*, *Barris*, (the two latter including the former) *Palermo* and *Messina* comprehended in the Isle of *Sicily*, *Valentia*, *Sarragosa*, and *Barcellona*. In *Catalonia*, *Civil*, *Alcala* and

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Medina del Campo; in *Castile*, *Frankfort*, *Collegn*, *Noremburg*, and *August* in *Germany*, with others of less Note. But there being something of Intricacy in Foreign Exchanges, I shall only touch so far relating to them as mostly concerns our English Merchants.

Coins are not to be exchanged according as they are currant in any Country, but as they bear a Par or Equality in Weight and Fineness: however, Bills are drawn to make Payment to a Merchant, or others, residing in a certain Place, where the Coin is currant, and he disposes of it for the Commodities of the Growth, or Produce of that Country, then it does not greatly matter how much the Coin has been enhanced above its true Value, because it is currant, though perhaps carried thence it would turn to great Loss. And this Equalizing the Coins of several Nations, is called *Par*, or Equality in Exchange, by which all Coins of Silver or Gold especially, are reduced to an equal Value.

As for Example; *Placentia* changes her Crown of current Money there with *London* for 1 s. 6 d. half-penny of Sterling; *Lyons*, her currant Crown for 2 s. 8 d. Sterling; *Rome*, her Ducat at 87 d. half-pence Sterling; *Millain* her Crown of Gold, at 84 d. half-penny Sterling; *Venice* her Ducat at 60 d. Sterling; *Florence* her Crown at 80 d. Sterling; *Luca* her Ducat at 67 d. Sterling; *Naples* her Ducat at 66 d. half-penny Sterling; *Barry* her Ducat at 62 d. Sterling; *Palermo* Ducat at 78 d. *Messina* Ducat at 72 d. *Valentia* Ducat at 72 d. half penny; *Sargosa* Ducat at 73 d. *Barcelona* Ducat at 72 d. *Sevil* Ducat at 72 d. *Lisbon* Ducat at 69 d. *Bolonia* Ducat at 67 d. *Bargamo* Ducat at 67 d. and in *Frankfort*, *Noremburg*, *Augusta*, and *Vien-na*, one and the same Coin is currant, exchanging their Florin at 50 d. Sterling.

All these Cities and Towns exchange with *London* in broken Numbers, viz. by Pence, at the Rates set down, and so multiply into greater Sums, as the Cause re-

Of Par in Exchange.

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requires. But *Antwerp, Collegn, Amsterdam, &c.* in whole Numbers, viz. 34 and a half, Flemish Shillings for 1 *l.* English Sterling, and so in greater Sums.

In *London*, and throughout *England*, Accounts, or Reckonings are kept in Pounds, Shillings, Pence, and cast up as they do in other Places by Sols, Livres, and Deneirs, viz. 12 Pence to the Shilling, and 20 Shillings to the Pound.

Again, *London* changes with Transmarine Parts, viz. The Crown of Gold of *Genoa* 64 *d.* half-penny; the Ducat of *Rome* 65; the Crown of Gold of *Millain* 50 *d.* the Ducat in Banco of *Venice* 61 *d.* the Crown of *Florence* 53 *d.* half-penny; the Ducatoon of *Luca* 50 *d.* the Ducat of *Naples* 50 *d.* half-penny; the Ducat of *Leuchy*, 51 *d.* the Ducat of *Bary* 51 *d.* half-penny; the Ducat of *Palermo* 56 *d.* half-penny; and the like for the Ducat of *Messina*: And exchanges one Pound Sterling for 34 Shillings and a half, with *Antwerp, Amsterdam, and Collegn*, theirs being called Shillings; Flemish 57 *d.* half-penny; for the Ducat of *Valentia* 59 *d.* for the Ducat of *Suragola* 64 *d.* for the Ducat of *Barcelona* 59 *d.* half-penny; for the Florin of *Frankford* 52 *d.* for the Ducatoon of *Bergamo* 53 *d.* three Farthings; for the Ducatoon of *Bolona* 53 *d.* half-penny; for the Ducatoon of *Lisbon* 53 *d.* half-penny; for the Crown of *Placentia* 64 *d.* and for the Crown of *Lyons* 66 *d.*

And thus the current Exchange is settled, and continues in its Par, unless in Times of War, when Princes, to supply their emptied Coffers, make an Enhancement of the current Coin to their own Advantage; or when the Banker, Exchanger, &c. takes the Advantage of the Necessity the Party is in, on whose Account the Exchange is to be made.

The Terms of paying Bills of Exchange in *London*, with other Cities, is usually to *Venice* at three Months after the Date, and so upon Return to *Antwerp* in one Month

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Month after the Date ; and so back to *Genoa* in three Months ; and so back to *Lyons* for the Fair ; and from Fair to Fair as the Custom of the City is usual ; to *Pisa* three Months after the Date, and so back to *Placentia* from Fair to Fair, according to the Custom of the Place ; to *Florence* three Months after Date, and so upon Return to Places near at hand, as *Roan*, *Paris*, &c. at one Month after the Date, and so back.

These Bills are current Money, inasmuch that many Millions are payed by them, and not any Money told over, Merchants passing these Bills to one another by Assignment, as currant Coin, carrying a very great Credit with them, though drawn by a Servant on his Master.

Of Bills of Exchange there are two Kinds, Inland and Outland Bills ; the latter is usually drawn on a Merchant, or Banker, living beyond the Seas ; and the Former upon Merchants, Bankers, or other Persons living in the same Country.

As to an Exchange, 4, 2, or 3 Persons may make it, viz. 1st at the Place where the Money is taken up, and 2d at the Place where it's payable ; First, The Deliverer ; Secondly, The Taker ; Thirdly, The Person who is to take Money ; And Fourthly, The Party on whom the Bill is drawn : Three Persons thus, First, The Taker ; Secondly, The Deliverer ; and Thirdly, The Person on whom The Bill is drawn ; Two Persons thus, First, the Drawer ; Secondly, The Party on whom it is drawn ; the Former making his Bill payable to himself, or Order.

Another Kind of Exchange there is, called, A Dry Exchange ; viz. a Person takes up of a Banker 100 Pounds, or more, who takes up a Bill of Exchange of him to be payed at *Amsterdam*, at double Usance, or treble, as they agree ; but the Drawer having no Correspondent there, the Bill growing due, the Banker receives a Protest for Non-payment ; upon which the Drawer in *London* must pay the Money with Costs.

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But this I look not on as fair, but a Way invented to evade the Statute of Extortion. There is moreover a feign'd Exchange, much like the foregoing, viz.

A Banker, or other Person, agrees to lend Money on Bill of Exchange, payable at *Amsterdam*; yet between the Parties it is agreed, the Money shall be pay'd here; which if payed at the time given for payment, then is it discharged; but on Default, the Party who has the Bill, writes to his Correspondent at *Amsterdam*, who sends him a Bill of Exchange for the like Sum owing him here; so that he who borrowed the Money, is oblig'd to pay the Cost of the Exchanges, and other Charges.

C H A P. III.

Of Bills of Exchange, and their Forms, English, Dutch, Spanish, Italian and French; together with several Notes and Directions thereon, for the true Ordering of them, &c.

A Bill of Exchange in it self is held so excellent a Speciality, and carries with it as it were not only a commanding Power to pay, but is for the most part observed and satisfied with all due Regard, a high Esteem being ever had for the Quality thereof, that nothing in the way of Trade can be more; for upon it depends very much of the Credit of the Drawer and Acceptor, so that those who fail in the Payment of accepted Bills, wound their Credit by suffering Protest to be made, which soon, for the most part, takes air, and flies far abroad, by spreading wide on the Exchange whether People of all Parts of the Town resort: And not only so, but obliges the Acceptor to pay the Charges of the Protestant, and Return, calling moreover into question the Credit of the Drawer; so that Men being at a Pinch, will rather borrow

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Money

Money at a hard Intereſt for a little time, than ſuffer any Proceſs to be entered.

Having ſpoken already of ſomething relating to Bills of Exchange, I ſhall now give you ſome Forms, or Precedents of them, in ſeveral Languages; and then proceed to their Management, and Legality, in well Executing them, and the Order to be taken therein.

The Form of an Engliſh Inland Bill of Exchange.

Laus Deo in London, the 20th of April, 1702, for 300 Pounds Sterling.

AT ſix Days Sight pay this my firſt Bill of Exchange to Mr. W—D—, or his Aſſigns, three hundred Pounds Sterling for the Value here received of Mr. R—L—; make good Payment, and put it to Account, as by Advice.

To Mr. Will. Gore,
Merchant, d. d.
Pma in Norwich.

Your Loving Friend,

S. B.

And ſo a ſecond, and third Bill of Exchange, the firſt not payed; and if he who under writes the Bill makes himſelf Debtor, then he under writes, *And put it to my Account*; but if he ought to pay it, then he writes, *And put it to your Account*; And ſometimes they write, *Put it to the Account of ſuch a one*, naming him.

The Form of an Outlandiſh Bill of Exchange in Engliſh.

Laus Deo in London, this 20th of April, 1702, for 500 l. for 36 s. 8 d. Flemiſh per Pound.

AT Uſance pay this my firſt Bill of Exchange to Mr. John Vandercord, Merchant, or Order, five hundred Pound Sterling at thirty ſix Shilling and eight Pence Flemiſh per Pound Sterling; for the Value here received of Mr. G. G. make good Payment, and put it to

Of Bills of Exchange.

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Account, as per Advice.

To Mr. L. B.

Your Loving Friend,

Merchant d. d.

C. W.

Pma in Amsterdam.

And in like manner the second, or third, at double or treble Ufance, if the first be not payed, or if it be where the Parry to whom it is directed has so much Money, or Effects in his Hands of the Drawer's as is required.

The Form of a Bill of Exchange in Dutch; and may serve for Germany, altering the Place directed to.

Amsterdam adi 20th April, 1702,

Vor 200 l. Sterlingt.

OP. Ufo betaelt desen myn Ersten wisselbref Aen
Sr. Jan G. order 2 hondret pouden Sterlingt
valuta van Sr. R. D. stelt op myn Reconing, als per
Advys.

London.

Ersamen, Sr. W. G.

Coopman

Pma Tot

R. M.

A Bill of Exchange in Spanish.

Ihus Malaga 20th Apriele, 1702,

A Son 132 l. 7 s. 6 d.

A Quarenta Dias vista Pagara U—V—
Por Estami Tercera no Aniendo Pagado por La
Primera. Y Segunda A la voluntad de Diego P. ciento
treyn ta Y dos Libras siete sueldos Y seis peniques
Este.

The Dealer's Treasury.

Estrelinus Valor A qui Recevida de Henrique D-
su tiempo at al V. M. buen Pago Asentandolas Como
aviso xpto conto das.

A. Juan P.
q de Dios Londres.

Antonio de B.

A Bill of Exchange in Italian.

Adi 20 Aprili, 1702, Iveneria Dti 1000.

a d 54 per Dto.

A Ufo Pagale per qta P ma Di Cambio Alli S Srif de
V. B. Gli d Hamo (o) Chi ordineranno Dei mille
3 d Cinquanta quattro per Dto Valuta conmi B. ponete
come vi S'a viso a dio

D. T.

Al Mag. Sre R. W.
Rma in Londra.

(The Assignment on the Backside, Thus :)

Et per noi Pagate il contengo di questa senza Altra
procura Al Sr. Gio-- M- Cambior con S. B. Franciles
Hamburgo 20 Aprili, 1702, P. F. de V. & figli.

The Form of a Bill of Exchange in French.

A Paris 20 Juille, 1702, per 450 l. a 52 d. St.
per l.

A Double Ufance payez per cest permiere de Change
a Monsieur M. P. ou a son ordre quatre Cents Ucus
a cinquante deux deniers Sterlins pour Escu Valure
reçu d. Monsieur Francois, E. & Passez a Compte Sui-
vant, L. Advis. de

Votre tres Humble Serviteur,

Monsieur G. R. Merchant
P. na a Londres.

G. H.

If there be an Assignment on the Back-side, it runs in the following Words, viz.

Le contenu de ceste payez au Sr. P— H— ou
Ordre valeur de Sr. J— C—, Paris 20 d'
Ougust 1702 P— M—.

Thus having set down Forms, that with varying the Places, Dates, Sums and Names, as the Matter requires, may serve as an Instruction, especially to young Beginners, to draw Bills of Exchange, or receive them in the several Languages: It now remains that under this Head I lay down what is necessary to be observ'd so far as relates to the prudent Management of this Particular.

CHAP. IV.

Several very necessary and useful Observations to have regard to, in the prudent Management of Bills of Exchange, with special Cautions, the Form of a Protest, with the Distinction of Old and New Style.

IN these Matters be careful to note in your Pocket-book, or elsewhere, the Name of the Place where the Person dwells, who presents the Bill, and keep Copies of all such as are sent to get accepted, and make Directions of Bills on the Inside for the following Reasons, viz.

(1.) That knowing the Abroad of him to whom the Bill is presented, he may be the better excused, if he except against the second Bill, from the same Hand, before the first be satisfied.

(2.) By taking Copies you may furnish your self with Going of Exchanges in all Places, on whom you are to call for your Money, and the Day it is due.

(3.) To make the Direction of Bills on the Inside,

will give more Space for the Assignment on the Back side.

(4.) Observe to present the Bill in due Time, that the Person who is to accept it, may order his Affairs accordingly.

(5.) If a Bill be protested after Acceptance, it does not clear the Party that was faulty in Non-payment, but he is liable to pay the Charges, and exposed to an Action at Law, to which, before he was not liable; nor is the Drawer cleared, but obliged to see the Bill satisfied.

(6.) A Hazard is run where the Bill is made payable to the Bearer; for if it happen to be lost, the Finder, if not timely circumvented, may get it accepted, and receive the Money; therefore it is much the safer way, to make it payable to a certain Person, or his Order; for if it be payed to a wrong Person, and the Bill received, he on whom it's drawn, is not liable to pay it again, unless a Fraud be proved.

(7.) A Bill of this kind, is so Authentick in it self, that it requires no Witness, nor any but he who receives it, to be present at the Writing of it, or when it is accepted; for if any Drawer, or Subscriber should be so unworthy as to deny his Hand, it may be easily proved by comparing his Letters, or Books of Account; and if that be proved, his Credit is ruin'd.

(8.) If you receive an Outland Bill, present it presently; and if not accepted, Protest, and send it back to the Drawer speedily, with the Protest, which will be for the Advantage of both: Twenty four Hours is the longest Time you are obliged to give any Merchant to consider whether he will accept or not; and then you may protest, or in Courtesy give longer Time, and after protest Advice ought to be given to the Drawer by the first Post.

(9.) If a Bill be drawn on two Persons, and not to them, or either of them, but jointly, if one accept, and the other refuse, you must protest, unless one will fully satisfy the Contents; for otherwise you may not take a Part of it, unless you will be so satisfied for the Whole, the Protest making the Drawer liable to pay the rest.

(10.) If a Person be required to accept a Bill, and desires it may be left in his Hands, and does verbally accept it, though he afterwards refuses to subscribe it, yet such Acceptance is Valid, and he may be sued; but not till the Money becomes due, nor must Protest be made before.

(11.) If any Person accept a Bill for Part, and not the Whole, alledging he has no more Money, or Effects in his Hands; the Person to whom the Money is payable, may receive the Part, and give an Acquittance for so much as he receives, but he must protest for Non-payment of the Remainder, and send away the Bill as soon as refused, to be accepted for the Whole, and so likewise in Sect. 9.

(12.) The Drawer is the Master of the Bill till it becomes due, and may countermand it by sending an Express to the Party who has accepted it, not to pay it, unless further Orders be given him to that Purpose; but then this Order must be made and passed before a Notary Publick, and notified to the Party who has accepted the Bill; but if the Moneys be payed, it cannot be taken out of the Hands of the Receiver.

(13.) If at Usance, Double, Single, or Treble, a Bill of Exchange be made payable; that is, Length of Time according to the Quality of the Person, the Occasion or Difficulty of Passage, by reason of different Seasons, or Passage, this is as the Drawer pleases; but general Usance is accounted a Month from the Date, each Month, and different in number of Day, being the Month required on such Occasion.

(14.)

(14.) A Bill payable at a Day's Sight, is from the Day after it is accepted, otherwise Protest ought to be made. If an accepted Bill be lost, it will not bar the Payment, but may be sued for, as if in being; nor is the Party, who accepted it, obliged to pay a second Bill before the first is discharged, unless it be directed to the Party who lost the first, in Lieu of it.

(15.) An accepted Bill may not be revoked, but must be either payed, or protested; unless the Acceptor, and Party to whom the Bill is payable, do conclude sometimes on a longer Forbearance than the Bill specifies, or take it by Parcels; yet if the Honesty of the Acceptor be mistrusted, the Presenter must nevertheless make Protest, or the Acceptor may refuse farther Payment, and yet not lie liable to be sued.

(16.) If a Party be out of Town to whom a Bill is directed, and has left no Warrant of Attorney to Impower his Wife, or Servants to accept, and another, for the Drawer's Credit, will accept and pay it, Protest however must be made against the Party on whom it was drawn for Non-acceptance: For a Wife, or Servant cannot accept a Bill, unless so Impowered to do, or with the Husband, or Master's well approving they have usually done it, and he has discharged them.

☞ And note, That all Bills must be protested three Days after they become due, it being hazardous to exceed, though Sunday be one, yet if they be expired, it's necessary to protest.

(17.) If a Man on whom a Bill is drawn, does live at a distant City, or Place of Exchange, from him who is to receive the Money, he must go himself, or send the Bill to some Friend to get it accepted, and if not accepted, Protest must be entered, if he a Place of Exchange, if not, his Friend's Letter of such Refusal, may get it protested at London, tho the

Of Bills of Exchange.

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the Party lives at *York*; but if it be accepted, and made payable at *London*, you must there expect your Money, or enter Protest, when due, for Non-payment.

(18.) If a Merchant accepts a Bill, and proves Non-solvent, or absconds, and absents himself from Change, &c. you must in such a Case, before the Bill becomes due, cause Demand to be made by a Notary, for better Security, and in Default, cause a Protest to be made, and by the next Post send away the Protest to the Drawer of the Bill, who must pay the Charges of such Protest; and all Protests must be made between Sun rise and Sun set.

(19.) If a Protest be returned to the Drawer, and Indorsed, he must procure a substantial Man to underwrite it, and procure him to make speedy Payment with Costs and Rechange: But if the Protest be returned for want of Payment, and you have had Security on the Protest, for Non-acceptance, or want of better Security, then upon the receipt of the Protest for Non-payment, you may only acquaint the Drawer, or Party who took up the Money, and stay the Proportion of the Time at which the Bill was made payable, to be accounted for, from the Time it became due, before you make a Demand of your principal Money, with the Rechange, and Charges of the Party, who drew the Bill, or his Security, which, pursuant to the Law of Merchants, they are obliged to satisfy either jointly, or severally.

(20.) If you have an excepted Bill protested for want of Payment, keep the Bill by you, and send away the Protest, whereby you may recover the Money of the Drawer.

(21.) If a Bill be delivered to any one to accept, and he loses it, then the Party who delivered it, must require an Instrument of Writing under the Hand and Seal of the Party who lost the Bill, (for Payment of the Money at the Time specified in the said Bill, upon a second Bill, if it comes to Hand, or if not, upon

upon the Note or Obligation itself: And if a Note, or be refused to be given, then you must enter Protest, and send it away; when upon the Bill so lost, the Money becomes due, then you must make Demand, and for want of Payment, protest a second time, and send it away, or if you have a Note, and however, if it be not paid at the Time limited, you must protest upon the Bill of Exchange.

(22.) If you send a Bill to a Friend to get it accepted, though drawn upon no particular Person, but a Blank left to put in his Name, that will accept it, it is good, according to the Law of Merchants.

(23.) If one Merchant draws a Bill upon another on the Account of a third Man, the Party on whom it is drawn, has Liberty to chuse whether he will accept it or not, on the Account of a third Person, or on his own Account who drew it; but then he must repair to a Publick Notary, and declare his Intent, and the Notary must make an Act in Form to be sent away to the Party whom it concerns, and must cause an Act to be made for Payment thereof, when it becomes due, declaring for the Honour of the Drawer, he will pay it, but upon no other Account; then is the Drawer accountable to him for the Sum specified in the Bill.

(24.) If a Bill happen to be drawn on a Merchant, who accepting it, for want of Money, or otherwise, fails to pay it when due, another for the Honour of the Drawer may pay the Bill; yet against the Defaulter Protest must be entred, and sent away: And the surest Way in this Case is, to have a Receipt for the Discharge of the Bill written under the Protest, and to keep the accepted Bill as a Testimony against the Party who made the Default of Payment.

(25.) If a Bill be accepted, and the Party dies before the Money becomes due, when it does become due, you must go to the Place of his last Abode; and

demand the Money of his Executors, and upon Refusal of Payment, protest as if the Person had been still living.

(26.) If it fall out, that a Party to whom a Bill is payable, dye before it becomes due, though the Will be not proved, nor any Letters of Administration taken out, yet the Money when due, must be demanded, offering Security to save the Payer Harmless from the Executors, or Administrators; and if upon such Offer, Payment be refused, you must protest however for Non-payment.

(27.) If a Bill be drawn upon a Person not to be found, Protest on that Bill must be made in due Form; or when you go to get a Bill accepted, and no Person that can accept it be at home, after two or three Goings, you must protest, either for Non-acceptance, or Non-payment, either at his Dwelling-house, or Lodging, in his Absence on whom it is drawn; which according to the Law of Merchants is sufficient, for it is requisite he should at seasonable times attend his own Business.

(28.) If in a Bill the Figures and Words at length do not agree, then ought you to be guided by the Words at length, and not by the Figures; or if a Name be mended, or Words interlined, and the Bill accepted, though it is a very great Fault in the Drawer, yet it is no sufficient Ground for the Acceptor to refuse Payment; but, if he alledge it has been mended or interlined since he accepted it, he must prove it; which if he does, he may refuse Payment till a second Bill comes to Hand.

(29.) If a Bill come to any Party to get it accepted, and by Oversight it is not by Name directed to any Person, yet if the Party to whom it was intended, be mentioned in the Letter of Credit, it must be presented, in order to its being accepted; and if the Party, for want of his Name in the Bill, refuse to accept it, you must Protest for the Drawer's Omission, and he is bound to pay the Charges. If

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If a Bill be made positively payable to any Person by Name, then there can be no Assignment, for it must be payed to none but the Party specified in the Bill, lest paying it to the wrong Party, you may be obliged to pay it again in your own Wrong.

(30.) If a Bill accepted be protested for Non-payment, yet the Drawer satisfying the Contents of the Bill, discharges it as to the Party to whom it was due; but the Party on whom it was drawn, must still stand engaged to the Drawer; and if a Bill be by one Person assigned to another, if the first Person be satisfied, the Bill is of no Effect, nor can it be recovered by Law.

(31.) Note, Bills payable at a fixed Day from any Place where the New Stile is used, because the Old and New admit of ten Days difference, it must not be accounted one and the same Day of the Month; as for Example, If a Bill be dated payable the 10th of April New Stile, it is not payable till the 10th of April Old Stile, which is the 20th of April New Stile; and for your better Remark, I shall set down the Places that make the Distinction.

Those that keep the New Stile, are Dordrecht, Harlem, Amsterdam, Leyden, Rotterdam, and all the United Provinces of Holland; as also Middleburg, Vlissingen in Zealand, Antwerp, Bruges, Dornick, Brussels, Ghent, Ryssel, Valentian, and all Brabant; Flanders, Artois, Burdeaux, Lyons, Marselles, Nims, Paris, Roehel, Roan, and all France; Lisbon, St. Eiebes, Port a Port, and all Portugal; Alicant, Madrid, Bilboa, Cadix, and all Spain; Messina, Palermo in Sicily, Bari, Bergamo, Bisanon, Bolognie, Florence, Leghorn, Genoa, and all Italy; Ausburg, Vienna, Lints, Crems, and several other Places in the German Empire; Bockum in Tyrol; Brestone, and all Sylvesia; Cologne, Dantzick, Koningsburg, Toornie, and all Poland.

Those Countries and Places that continue the Old Stile, are, England, Scotland, Ireland, Archangel in Mus-

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Muscovy, Berlin, and all Brandenburg; Copenhagen, and all Denmark; Embden, and all East Friesland; Franckfort on the Main, Geneva, and the Protestant Cantons of Switzerland; Hamburg, and all Holstein; Lubeck, and all Mecklenburgh; Lipsig, Noutemburg, Magdebourg, and all Saxony; Riga, and all Liefland; Stockholm, and all Sweden; Stratsburg, and all Aljace, &c. all the Popish Electors of Germany, and Princes observe the New; and all the Evangelical Electors and Princes continue the Old Stile.

And now, with the Form of a Protest so often mentioned, I shall close this very useful Head or Section.

The Form of a Protest for Non-payment of a Bill of Exchange, &c.

ON the 10th Day of April 1702, *Stilo Anglia*, at the Request of Mr. G. C. Merchant, *J. R. W.* Notary Publick, &c. do exhibit the Original Bill of Exchange, whereof a Copy is here above; Mr. L. K. at whose House the Bill is payable in *Leaden hall-street, London*, demanding Payment of the Sum of one thousand Crowns, therein mentioned, who answer'd, He would not pay the said Sum, for want of Provisions from the Acceptor; and therefore I, the said Notary, did, and do solemnly Protest, as well against the Drawers, and Acceptor, &c. for want of Payment, &c. in the Presence of *J. G.* and *C. L.* Witnesses.

Note, That above this Protest must be fairly written, a true Copy of the Bill so protested.

CHAP. V.

Of Letters of Credit, their Force and Validity; with the Form of a Letter of Credit, &c.

LETTERS of Credit are of great Use and Force, that they come next to Bills of Exchange, and have a great Value set upon them, as the Credit and

Reputation of the Party who gives them stands in Estimation.

These Letters are of divers Kinds, passing between Merchants and Merchants, or Merchants and their Factors, as Letters of Commission for Buying and Selling, Letters of Advice, Letters of Freight, and Letters of Credit.

The latter of these here I intend to treat of, are properly such as are written to furnish Money by Exchange, upon the Credit of him that writes them; so that by the Virtue of the Letter, or Letters by him written, the Merchant, or Banker that writes the Letter, or Letters, are bound as firmly as if they had given Bond to satisfy the Sum taken upon this Account, by Bill of Exchange, or otherwise.

These Letters are of two Kinds, the one General, and the other Special :

The first is when a Merchant, or Banker writes an open Letter to all Merchants, or others, who shall furnish such and such Persons upon the Credit of his Letter, or Letters, wherein he binds himself, that what Sum, or Sums of Money shall be delivered to such and such Parties therein named and specified, within the limited Time, at such and such Rates, or as the Exchange is current, he will pay by Bills of Exchange, or otherwise; and if any Party should refuse to pay Money received on his Letter of Credit, yet those Letters produced, and proved to be his, are as good as Hand and Seal, and as binding in Law to all Intents and Purposes.

As for the other sort, viz. Special Letters of Credit, are directed to particular Persons, and are of equal Force with those that are general, and altogether as binding in Law. As for the Forms of the General Letters of Credit, they are various, and suitable to the Occasion of the Writer; but the Form of the special, or particular Letters of Credit, may run thus in all Cases, only altering the Name, Sum, and Date, as the Cause and Time requires.

The

The Form of a special Letter of Credit.

Laus Deo, in London, the 20th of April, 1702.

S I R,

MY last unto you was of the tenth of *March*, wherein I writ to you what was needful in Answer to yours of the first of the same Month; this serves chiefly to desire you to furnish, and pay unto Mr. R. C. an English Gentleman, to the Value of five hundred Dollars at one, or more times, or Payments, according as he shall have Occasion, or desire the same of you; taking his Receipt, or Bill of Exchange for the Monies you shall so furnish him with, and put it to my Account; and this my Letter of Credit shall be your sufficient Warrant for so doing.

*To Mr. R. S. Merchant,
at Amsterdam.*

Yours, G. C.

C H A P. VI.

Choice Instructions in Matters relating to the Custom and Subside on Tonage, ana Poundage, as also shewing in what Cases these are to be paid, and in what not, &c.

I Do not intend here what is particularly payed for Custom of Goods Imported and Exported, my intended Brevity will not allow so large a Scope, therefore for those Matters I refer you to the Book or Books of Rates, Tables, &c. But however, I shall lay down such useful and necessary things to be known, that they cannot but prove grateful to Merchants, English and Strangers, Factors, Ship-masters, and others.

The Customs are distinguished by two Denominations, viz. Tonage and Poundage, granted to the Crown, the better to enable her Majesty to maintain at Sea several Ships of War for the better securing and conveying Merchants, Ships, to and from the Parts

they weigh from, and trade to, from the Insults of Pirates and Forreigners, who before greatly molested them, and would otherwise grow numerous, and much hinder the natural Commerce.

By Tonage is meant so much *per Tun* for Liquids, Oyl, Wine, Brandy, Vinegar, and such others as are brought over in Casks.

By Poundage, so much in the Pound according to the Value, or as they are rated in the Rates for Balances of Goods, and other Commodities, for such as are Imported, or Exported, according to Act of Parliament. And the Parliament further taking Care for the Safety of Traffick abroad, provided that Ships of Force should be employed by Merchants, having imposed upon all Merchandize, Imported or Exported from, and to the Mediterranean Sea beyond *Malaga*, in any Ships not having two Decks, and 16 Guns, allowing two Men to each Gun, for which Default one *per Cent.* on all such Merchandize as shall be Imported or Exported, contrary to the expresse Words of the Act, Ships loaden, or half loaden, with Fish excepted.

There are likewise divers Duties payable by Aliens, for Goods Imported in Aliens Ships, commonly called Navigation-duty, by Virtue of the Act of Navigation, made in the 12. *Car.* 2.

There is a Subsidy of Woollen Cloath of the old Drapery, *viz.* That every Native shall pay for each short Cloath not above 28 Yards, and in Weight not exceeding 64 Pound, white or coloured, by him to be shipt or carryed out of the Kingdom, 3 *s.* 4 *d.* and after the Rate of three Farthings half Farthing the Pound Weight for all sorts of Cloath of greater Length and Weight, not allowing above 28 Yards and 60 Pound to a short Cloath, *viz.* for every Pound Weight over and above 64 Pound, three Farthings half Farthing; and for all other Cloaths to be allowed to the short Cloath. But,

Note, If any Alien do Export short Cloaths, containing the like Weight, either White or Coloured, he shall pay 6 s. 8 d. for the Cloath of 24 Yards, not exceeding in Weight 60 l. besides the old Duty of one Shilling two Pence; and after the same Rate for all short Cloaths, and Cloaths of greater Length and Weight. And by the way observe, as to petty Customs, where these are payable inwardly, it is understood of the fourth Part of a Subsidy according to the Book of Rates of 5 per Cent. and is called *Parva Customs*; granted to King Edward the First; the Merchants Strangers agreeing to pay to him and his Heirs 3 d. in the Pound for all the Goods Imported or Exported.

There is another Custom call'd *Aliens Custom*, for all Fish, Oil, Bluber, Whale-bone, or whole Fins, not caught by Vessels of which the English are Proprietors, they are to pay double Custom. There is likewise an Impost to be paid for several sorts of Salt Fish, or Dry Fish, not Imported in English Vessels, belonging to English Proprietors, or not having been taken in such Vessels; as appears at large in the Statute of the 15 Car. 2.

All sorts of Foreign Coin, or Bullion or Gold or Silver, precious Stones, and Pearls of all sorts, without paying any Duty, or Fee for the same; provided Entry be first made at the Custom-house, to prevent under that Denomination carrying out the currant Coin of this Kingdom.

Any Person may Import from beyond the Seas in English Ships, Cloves, Nutmegs, Mace, &c. into England, Wales, Guernsey, Jersey, &c. paying the Customs, always provided that before the Lading thereof, Notice be given to the Commissioners, or Farmers of the Customs, how much they intend to Lade, with the Name of the Vessel in which they design to Import it, and procure a License under the Hands of any three of them.

The Dealer's Treasury.

If Goods are wrecked, and the Lord of the Place seize them, they ought not to pay Custom, unless in some extraordinary Cases.

Upon the Exporting and Importing of most Commodities, Fees are claimed over and above Custom, in the Port of *London*, the Members and Clerks thereof, viz. to the Officers of the Petty Customs Outwards, of a Subsidy Outwards, petty Customs Inwards, Subsidy Inwards, great Customs, Clerks Fees Inwards and Outwards, the Queens Waiters, the Register of the Queen's Warrants, the Usher of the Custom-house, the Gauger of Vessels, Chief Searcher, the Queen's five Searchers in the Port of *London*, and but two Searchers in the Port of *Gravesend*, were entered in a Table, which was likewise approved by the Commons in Parliament, and signed by their Speaker; at which time the Question being put, That for all such Goods as payed not one Pound Inwards or Outwards Custom, there should be but half Fees taken for Coquets, Debentures, Warrants, Fransiers, Certificates, &c. and it was resolved Affirmatively.

Societies, or Companies trading in one Joynt stock, and making but one single Entry, tho' the Adventurers are many, yet the Fees do not hinder but that the Officers and Waiters may receive such Gratuities as the Master, or Merchant out of their free Will are disposed to allow them.

All Goods valued in the Book of Rates at 5 s. are exempted from Fees.

The Goods belonging to Partners are to pass as if they appertained to a single Person.

Fish taken by English Men in English Bottoms, whether Inward or Outward, Pay no Fees.


If an English Merchant shall lade Goods out of his Ship into another Ship, although the Receipt of the Subsidy be distributed into several Offices, yet he is liable to pay but for a single Entry.

Of Custom and Tonage.

31

Post Entries under 5 s. Inward, pass without Fees ; but if above 5 s. and under 20 s. they then pay 6 d. but exceeding 40 s. full Fees.

Merchants for all Goods that are opened, and not entered above 10 s. Custom, shall pay Fees ; he shall likewise pay for all Goods short entered above 20 s. Custom : But if duly entered, the Merchant is to be at no Charge.

 Note, The Merchant is to be allowed for Tare, viz. abated in Customs, which Tare, upon all Commodities to which Tare is allowable, is settled by the Customers, and fixed in a Table, not to be any ways altered, but with the Approbation of the Commissioners, or Farmers, if any be, and such Under Officers as they shall Impower, as General Surveyors of the Ware-house, &c.

In these Cases great Caution ought to be had how you Enter Goods, least unwittingly you involve your self in Trouble and Charge ; for in *England*, not only concealed Goods, but all Goods false entered, lye liable to a Seizure. As for Example :

If you have a parcel of Fans to enter, and you enter them as Haberdashry, and pay Custom accordingly, it is a false Entry, for they are to pay *ad Valorem*, viz. 1 s. for every 20 s. Value ; so that if they came to be shipt off, and the Searcher finds in your Coquets so much for Haberdashry, and opens your Chest, or in case he finds Fans in it, he would seize all those Fans, and carry them into the King's Warehouse, because of a false Entry ; and being there, you will have no little Trouble and Cost to get them out : therefore in this Case, great Care should be taken, when you have any Commodities to enter Inward and Outward ; that is not expressly mentioned under any particular Head in the Book of Rates, or plainly included, that you do not commit an Error in making a false Entry ; for Ignorance pleaded, will not excuse it, therefore be sure in all such dubious Cases, to go

to some or other of the Clerks at the Custom-house, and tell what your Commodities are, and they will not fail to direct you under what Denomination such dubious Commodities ought to be entred. Neither is it sufficient to discharge or pay the Customs, but the Fees of these several Offices must be discharged, as Bills of Entries, Coquers, Certificates, &c. of the Waiters, Searchers, Clerks, Visitors, &c. all which Fees are set down in the Book of Rates, to which I refer you.

And now I shall conclude this Head or Section and so proceed to useful Presidents, that in many Cases may save People much Money in drawing them, which otherwise will cost to get them done by others.

C H A P. VII.

Choice Precedents, or Forms, &c. of Bills of Entry, Debentures, Indentures of Appraisement, and other useful Forms relating to Merchandize, &c.

The Copy of an Entry Inwards, which may serve as a general Direction, viz.

In the Adventure of London from Smyrna. John Wilson.

N^{o.} 1. *Assafetida* Baskets.
To 12. T. 12. W. Gross 3 C. $\frac{1}{2}$.
W. Tare, 26 l.

N^{o.} 1. 2 *Benjamin*, 2 Chests.
W. Gross H. C. Tare,
30 l.

And thus having one, two, or more Particulars, you must enter them under their respective Denominations; adjoyning in the Margin the Marks and Num-

house, will not; sometimes the Merchants make the Bills of Entry themselves, then must they make five of a sort; but for 6d. you may have it done at the Custom-house, and there a true Entry will be made, if you exactly inform the Writer what you have to enter.

The Form of a Debenture.

HENRY Williams, Ind. did enter with us the 28th of April, 1702. in the George Frigor, William Davis Master, for Ireland, 12 Hogsheds of Tobacco, Weight Neat, four thousand five hundred and seven Pounds, the Subsidy and Additional Duty thereof was pay'd Inwards by William Trant, the 10th Day of February last past, as doth appear by the Certificate of the Collector Inwards; and for the farther Manifestation of his just Dealing herein, he hath also taken Oath before us, the same for Custom-house Bristol, the Day and Year abovesaid.

*Furat Henry Williams,
That the same Tobacco above mentioned in this Certificate, was really Shipt out, and hath not been Relanded in any Port, or Creek in England, or Wales, since last Shipt, April 28, 1702.*

The Tobacco above-mentioned was Shipt at the Key on the first Day of May 1702, Certificate the 2d of May, 1702.

The Queen's Searcher, and Farmers Searcher, or Waiter to sign here.

The Queen's Customr, Comptroler, and Collector; or Farmers, Comptroler, to sign here.

If any Farmer, &c.

The Moiety of the Subsidy of the said Tobacco at 5 per Cent. being taken off } l. s. d.
in Money amounteth to 8 l. 4 s. } 08 04 00

The

The Dealer's Treasury.

The Additional Duty, ready Money
being paid, amounteth to the Sum
of fifteen Pounds four Shillings and
eight Pence. } l. s. d.
15 04 08

The Queen's Collector and Comptroller
sign here. — } l. s. d.
23 08 11
Received.

R Eceived then of — 1702,
of the Queen's Majesty, by the
Hands of T. G. Collector of her Maje-
sty's Customs in the Port of Bristol, the
sum of twenty three Pounds eight Shil-
lings and eleven Pence, in full of this
Debenture. } l. s. d.
23 08 11

The Form of an Indenture of Appraisement.

T His Indenture made the third Day of May, in the
Year of our Lord God, one thousand seven hundred
and two, and in the first Year of the Reign of our Sove-
reign Lady Ann the First, of England, Scotland, France
and Ireland, Queen Defender of the Faith, &c. witnes-
seth, That we P. G. and L. C. Gent. her Majesty's Com-
missioners, in Pursuance of a Writ out of her Majesty's Ex-
chequer to us directed, and herewnto annexed, have, upon
the Corporal Oaths of G. E. and L. C. lawful Men of
London, in the County of Middlesex, viewed, numbered,
gauged, tasted, weighed, valued, and appraised.

In all amounting to the Sum of
of lawful Money of England. In Witne's whereof we have
herewnto interchangeably set our Hands and Seals, the Day
and Year above written.

Endorse on the Backside of the Writ.

Executio illius brevis palat in quadam Indentura
huic Annona.

The

The Form of a Certificate for Damaged Goods.

Portus Brist. **W**E whose Names are here under written, Experienced in the Nature and Value of Goods, here under mentioned, being by Virtue of the eleventh Article annexed to the Book of Rates, directed and appointed by P. M. and F. H. upon the first Oath administered to us by the said P. M. and F. H. to view and examine sixteen Hogsheads of Virginia Tobacco, containing 44 l. Weight Neat, entred inwards, out of the Ship Good-hope of Deal, William Speed Master, from Virginia, the Day of do certifie and declare, That seven hundred Pound Neat of the said Tobacco is rotten, and fit for no Use. Witness our Hands the Day of

Note, That this Certificate is alterable on the Damage of the Goods shall be found upon Examination, whether one Fourth, or one Half, more or less.

You must write on the Backside of the Certificate, viz,

The Subsidy payed for Seamen hundred }
Pounds of rotten Tobacco, within mentioned, amount-
ed to the Sum of }

The Additional Duty payed for the said Tobacco, }
amounteth to the Sum of }
Total,

Here is to follow the Merchant's Acquittance.

The Form of an Affidavit for Goods lost.

Londini,

Memorandum, quod L. C. de Londino, in Comitatu Middx Mercator, venit coram E. W. Capitol Barone Secretarii Reginz
Anno

Die

Re-

Reginæ Annæ Primæ in propria Persona sua, & præstitit Sacramentum suum in his Anglicanis Verbis sequentibus, viz.

That whereas there were entred in the Custom-house in the Port of London, in the Ship called the Mary of London, H. K. Master, for Muscovy, twenty Trusses, containing two hundred Northern Kerses, the Day of _____ in the Year of our Lord _____ in the Name of this Deponent; now this Deponent saith, That the said Kerses were the proper Goods of this Deponent, and that the Custom of the same; and further deposeth, That he hath received undoubted Intelligence that the said Ship was taken by the Enemy upon the Seas in her Voyage towards Muscovy, and carried to _____ and the Goods therein laden made Prize; or that the said Ship was lost, and that the said Goods therein perished in the Sea, and that neither he, this Deponent, nor any other to his Use, hath received, or doth expect to receive, any Benefit of, or by the said Goods, or any Part thereof, by any Means, directly or indirectly.

The Form of a Certificate for Goods that had payed Custom.

London,

K Now ye that R. B. Indig. _____ payed her Majesty's Customs here the _____ Day of _____ for twenty Trusses containing two hundred Northern Kerses, in the Mary of London, H. K. Master, for Muscovia. Custom-house dated the _____ Day of _____

And thus having laid down these very useful Things and Matters for Instruction, I shall proceed to some other useful Things, of which perhaps many, even Traders, are ignorant, which Light may be advantageous to them in many Particulars.

C H A P. VIII.

Of Freight, and Charter-part; with a Form of a Charter-part of a Freightment, and Instructions thereon, according to the Laws of Merchants, &c.

AS for Freight, it is usually agreed on between such as are Owners of the Ships, and the Merchants that Freight them, by a Writing, or Charter-party, or part in which are concluded the Particulars of the Contract: And if there be no such Writings given, only Earnest, then it is held that the Merchant may renounce at his Pleasure, and only lose his Earnest double. Tho many Learned in the Law are of Opinion, that if any Damage be sustained by such Revocation, an Action will lye for Damage if any be sustained; therefore, though it is something long, the Form being so very useful, and may save the Buyer of this Book treble the Price, or more, by writing out himself, or getting a Friend to do it, with little Alteration, I shall here insert it, and then proceed to useful Observations thereon.

The Form of a Charter-Part of Afraightment.

IN the Name of God, Amen. This Charter-part of Afraightment, indented, made and agreed upon the 20th Day of April, Anno. Dom. 1702, and in the Tear of the Reign of our Sovereign Lady Ann the First of England, &c. between J. W. of Southampton, in the County of Hants, Marriner, Part-owner of the Good Ship, or Vessel called, The Prosperous of Portage, Burthen two hundred Tuns, or thereabouts, now riding at Anchor in the River of Thames, without the Port of London, and Master under God of the said Ship or Vessel, for her now intended Voyage, on the one Part, and T. H. of London, Merchant, of the other Part, Witnesseth, That the said Part-owner and Master, for, and on the behalf of himself

E

and

and the rest of the Owners of the said Ship, or Vessel, hath granted and let to Freight the said Ship, or Vessel, unto the said Merchant; and the said Merchant hath hired the said Ship, or Vessel, for a Voyage to be made with her in manner and Form following; That is to say, the said J. W. for himself, his Executors and Administrators, doth Covenant, Promise, and Grant and with the said T. H. his Executors and Administrators, by these Presents, that the said Ship or Vessel, with the first Wind and Weather that God shall send, after the 10th Day of May ensuing the Date hereof, shall depart from the said Port of London, with such Lawful Goods and Merchandizes as shall please the said T. H. or his Assigns, in the mean time to Lade on Board her; and that it shall be Lawful to and for the said T. H. his Factor and Assigns, in the mean time to Lade aboard her all such Lawful Goods and Merchandizes, as he, or they shall think fit which she may reasonable carry and stow, over and above her Victuals, Tackle, and Apparel; and that the said Ship or Vessel, shall, by God's Grace, directly, as Wind and Weather will serve, Sail unto the Port or Harbour of Dublin, in the Kingdom of Ireland, and there deliver unto the said T. H. his Executors, Administrators, Factors, or Assigns, all such Goods and Merchandizes as shall be Laden aboard of her by the said T. H. his Executors, Administrators, or Assigns, dry and well conditioned, Danger of Sea, Fire, Enemies, and Embargo of Princes only excepted: And after her Clearing, and right discharge of such Goods as she shall receive into her at the Port of London, shall receive into her at the Port of Dublin aforesaid, her full Lading in such Lawful Goods and Merchandize as it shall please the said T. H. his Executors, Administrators, Factors, or Assigns, to Lade, or cause to be laden aboard her, and after such her full Lading at Dublin aforesaid, shall strictly Sail as Wind and Weather will permit, to the said Port or Harbour of the City of London, and there deliver unto the said T. H. his Executors, Administrators, Factors, or Assigns, within the space of seven Working-days, here-

after

after mentioned, the said Goods and Merchandizes fore-
 ceived in her at Dublin aforesaid, dry and well-conditi-
 oned, and make a right Discharge and End of the said
 Voyage, the Peril of the Seas, Fire, Enemies, and En-
 bargo of Princes, excepted. And that the said Ship or
 Vessel after the Arrival at Dublin aforesaid, shall stay at
 Anchor there for her Unlading, and shall stay as aforesaid,
 thirty Working-days, and shall stay at Anchor in the said
 Port of London after her return again and arrival here
 from Dublin aforesaid, by the space of seven Working-days
 for the delivery of the said Goods, so to be Laden aboard
 her at Dublin aforesaid. And the said T. H. for himself,
 his Executors and Administrators, doth further Covenant,
 Promise and Grant, to and with the said J. W. his Exe-
 cutors and Administrators, and also Warrant by these Pre-
 sents, That he, the said Ship or Vessel, at her Departure
 from the said River of Thames, and during the said
 Voyage, shall be strong and staunch, and well and sufficient-
 ly Victualled, Tackled, and Apparellled, and furnished with
 Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords,
 Tackle, Apparel, Boat, and all other Furniture whatso-
 ever requisite and needful for such a Ship or Vessel for such
 a Voyage, together with an able Master, eight suffi-
 cient able Seamen if need be, and two Boys, which shall
 be ready at all times upon every Request with the Cocker-
 boat of the said Ship to serve the said T. H. his Executors,
 Administrators, Factors and Assigns, to and from the
 Land during the said T. H. for himself, his Executors,
 Administrators, doth Covenant and Grant to and with the
 said J. W. his Executors and Administrators, not only to
 Unlade, Relade, and Dispatch away the said Ship or
 Vessel, at or from Dublin to London aforesaid, within
 the Time and Times before limited and agreed upon; but
 also for the Freight or Hire of the said Ship or Vessel for all
 the said Voyage, viz. from London to Dublin, and from
 thence back to London, well and truly to pay, or cause to
 be paid unto the said J. W. his Executors, or Assigns, the
 Sum of three hundred pound Sterling; That is to say, in

form as followeth : One hundred Pound thereof at the said Port of Dublin, within twenty Days after the Arrival of the said Ship, or Vessel, and the Delivery of the said Goods, well Conditioned at Dublin, as aforesaid; and two hundred Pound more, the Residue of the said three hundred Pound at London aforesaid, within seven Days after the Return again, and Arrival of the said Ship or Vessel from Dublin to London, and Delivery of the Goods so to be received into her at Dublin aforesaid unto the said T. H. Merchant, his Executors, Administrators, Factors, and Assigns at London aforesaid, well Conditioned as aforesaid, together with Average and Primage and Perry Language, according to the Use and Custom of Merchants, in such Case used, and shall and will then also give unto the said J. W. his Executors, Administrators, or Assigns, fifty Shillings: Sterling for his Care and Pains to be taken in the Premises, during the said Voyage, over and above the said three hundred Pound: And the said T. H. for himself, his Executors, doth Covenant and Grant to and with the said J. W. his Executors and Administrators, by these Presents, That in case the said Ship or Vessel, shall through the Default of the said J. W. his Factors or Assigns, stay for the Unlading or Relading at Dublin aforesaid, or for her Lading at London aforesaid, after her Return and Arrival at Dublin aforesaid, to London aforesaid, before her Departure from thence, or for her Unlading at London aforesaid after the Arrival and Return from Dublin aforesaid, after the several Days therefor above limited; that then the said T. H. his Executors or Administrators, shall, or will pay, or cause to be paid unto the said J. W. his Executors or Administrators, the Sum of fifty Shillings for every Working-day that the said Ship or Vessel shall stay at Dublin aforesaid for her Unlading and Relading, or at any London aforesaid for her Unlading after the Days abovementioned and agreed upon. And to the Performance of all, and singular the Covenants, Grants, Articles, and Agreements abovementioned, which on the Part and Behalf

the said J. W. his Executors or Administrators, are to be performed in all things as abovesaid, the said J. W. bindeth himself, his Executors, or Administrators, and especially the Ship or Vessel aforesaid, to the said T. H. his Executors and Administrators, in the Penal Sum of six hundred Pound of lawful Money of England, well and truly to be paid by these Presents. And, likewise for the Performance of all and singular the Covenants, Grants, Articles, Payments, and Agreements, above specified, which on the Part and Behalf of the said T. H. his Executors and Administrators, are and ought to be performed in all things, as is above recited, the said T. H. bindeth himself his Executors and Administrators, and Goods, unto the said J. W. his Executors and Administrators, in the Penal Sum of six hundred Pounds of like lawful Money of England, well and truly to be paid by these Presents, in Witness whereof, the Parties first abovenamed in these Charter-parties Indented, interchangeably have set their Hands and Seals, the Day and Year above written.

Signed, Sealed and delivered in the Presence of

J. W.

T. H.

R. B.

L. C.

There must be two of these Indentures, the Owner keeping the one, and the Merchant the other; or as some hold it, one may serve, being left in the Hands or Trust of a third Person, in whom they both can confide; but I hold the former the most secure. And these, upon altering the Name, Time, Place, set Days, Date, Burthen of the Vessel, sum or sums of Money, &c. may serve on all Occasions for any Ship, to or from any Port.

C H A P. IX.

Very Useful things to be observed in this Affair, and the Management thereof.

THis being a very material thing, and nice, between Owners and Freighters, I shall briefly lay down some useful Instructions, according to the Law Marine, &c. and Custom of Merchants.

1. If a Vessel be hired by a Merchant, &c. for Freight, and he not have his Goods ready to put aboard at the time agreed on, and so the Owner loses the Season of the Passage; or a Ship hired be unfit to Sail, so that the Merchant, &c. must either lose the Passage, or Lade them on another Vessel, Damage may be recovered in either of these Cases, as it shall appear to be sustained at Common Law: And if a Contract be made to a certain Port, &c. the Freight full laden, and the Ship has broke ground, then the Merchant revoke his Intentions, yet the Freight, as agreed on, is by the Law Marine due.

2. If in a Voyage, a Ship, without the Neglect of the Master, be disabled, he may Lade the Goods on board another Vessel; or if the Vessel be cast away, he is not lyable to make Satisfaction, if he can prove his own Ship was in a sinking Condition, had not the Goods been taken out of her; Notwithstanding, if it do not so appear, he is lyable to make Satisfaction, unless both of the Ships are cast away.

3. If a Ship or Vessel be laded in Gross, and no Particular of Tuns mentioned, yet the Merchant is bound to pay the Sum agreed for.

4. If Pirates set upon a Ship, and take part of the Goods on Lading, yet if the other Part be carryed safe to the Port concluded on in the Charty-party, Freight is due for the whole.

5. If any Merchant, or others, Freight Prohibited Goods, contrary to the Knowledge of the Master, or Owner of the Ship, and they happen to be seiz'd in the Port, or the Ship be detained, the Merchant notwithstanding shall pay Freight.

6. If a Passenger dye in the Ship, and no one Claim the Goods in a Year and a Day, they shall be divided between the Master and his Mates, and the Cloaths must be brought before the Shipmast-head, and when an Appraisement is made, they are to be distributed among the Mariners, as a Reward for their Care in seeing the Body decently put in the Sea.

7. If Freight be contracted for transporting a Woman, and she by the way be delivered of a Child, there is no Freight due for the Infant.

8. If Owners agree with a Merchant, &c. for the Freight of a Ship or Vessel, and afterward secretly take in Goods contrary to the Knowledge of the Merchant, they lose their Freight by the Law Maritime; and if in such a Case, any of the Merchant's Goods in Stress of Weather be cast over-board, the Owner or Owners must make Satisfaction. But this is only when a full Freight is agreed for; however, if the Owners be unknowing, such Over-plus of Goods are brought into the Ship, he or they are not liable to the Damage aforesaid, for the Faults of others.

9. If Wines or other Liquors be freighted, and in the Voyage a great part of them leak out, yet the Freight is due, the Defect being in the Cask; tho' some nevertheless are of Opinion, that unless eight Inches of Wine, &c. be left in the Cask, it is at the Election of the Freightor, whether he will pay Freight, or throw the Remainder upon the Master, &c. for the Freight.

10. If a Ship chances to be taken in War, and after be retaken, and proceed on her Voyage, the Property is not altered, but when the Voyage is performed, the Freight is due.

11. If

11. If any Person contracts with a Mariner, for Freight, not Impowered by the Owners, and Damage happens, the Action only lyes against the Mariner.

12. If a Ship agree for so much *per Month*, to be payed at the return, and be cast away upon her return, yet is Freight paid for so many Months as she was abroad, before cast away, and the same with Mariners, &c.

13. By Law the Lading of a Ship is tacitly bound for the Payment of Freight; and if she put into any other Port than that she was freighted for, and there receives Damage, the Owner or Master shall be answerable to the Merchant, because the Charter-party obliges the Goods to be delivered at the Port mentioned therein safe and well conditioned, Enemies, and the Danger of the Seas excepted. And if a Ship suffers by Defect of Tackle, the Owners or Master is obliged to make good the Damage.

14. When Goods are sent on Board in General, the Quantiry must be mentioned, or such Goods as are accustomed for such a Voyage.

15. If a Ship be hired for freight of so many Tuns, and she will not bear them, there is no more Freight due than the Ship is computed to be of Burthen, or for so many Tun as are sent on Board. But if she be freighted by the Great, and no certain Burthen mentioned, then must the Sum agreed upon, be paid; or if the Ship be freighted at 200 Tun, over or under, 5 Tuns are allowed either over or under, and no more.

And thus I hope I have given Satisfaction as to these Particulars; from which I shall proceed to others as please.

C H A P. X.

The Priviledges and Rights of Owners and Proprietors of Ships or Vessels, according to the Laws Marine and Common; with proper Directions to such as are particular in Ships fitted out to Freight, or otherwise.

THese Observations and Instructions are so useful and necessary to be known, that many, through Ignorance, have fallen into Litigious Hands to their great cost and much vexation, which had they known them, it might have give a Caution to avoid Trouble. And

1. If there be, as often it happens, several Partners or Owners of a Ship or Vessel, and one of them disagrees with the rest to furnish her out according to his Proportion, or refuses her to go the pretended Voyage, and the rest insist upon it, he is bound to sell his Part, if he complies not in due time; which if he denys to do, or to set an extravagant Price thereon, the other Partners may furnish her out, and chuse at the return to let him have Share of the Profit thereby arising: however, if the Ship be lost, they are bound to make good his part and Value

But if it chance the Major Part of such Owners refuse to set out any such Ship or Vessel, wherein they have an equal Propriety, they cannot be compelled to it; but then the Vessel is to be valued and sold; and the like, where any of the Partners prove deficient, and not able to set her forth.

2. The Owners have a Right to choose the Master, as being lyable or accountable to the Merchants for all Damages, he or his Mariners shall suffer, or cause to be sustained in any Haven, Port, or on the Main Sea, by the Laws Marine, and Common Laws of *England*; and their Reparation lyes against the Master.

3. If a Ship be broken up, designing to convert the Timber and Materials to other Uses, and the Owners

Minds

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Minds afterwards alter to have her rebuilt with the same Timber, &c. the Property by that means is altered, and the Partnership is dissolved.

4. If a Man takes Planks of another Man to mend his Vessel, yet the Propriety remains in the Owners; but if a Man should take Timber fitting, and designed to build a Ship, the Propriety shall remain in him whose Timber it was, and not in the Builder; but if the Timber was designed for the building of a Ship, it is the contrary.

5. If a Master of a Ship or Vessel take up Money for Refitting or Victualing his Ship, and there is a reasonable occasion for his so doing, the Owners are lyable to pay it; but if there be no warrantable Occasion, it is at the Master's own Charge.

6. If a Man, having no Title by the Law Marine, gets Possession of a Ship, and detains it to the Damage of the rightful Possessor, he is obliged to pay such Damages as shall be proved to be sustained by the wrongful Detainure from the true Owner.

7. If a Ship is freighted out, and in any Port, and there happens an Embargo to be laid upon it, this is no Bar to the Owner in reckoning his Freight according to Contract.

8. If a Person be killed by a fall on board a Ship lying in Fresh-water, being a River within the Body of a Country, the Ship is accounted a *Den dand*, and becomes Seizable; though in these Cases it is but slightly observed: but if any one fall and be killed on the Ocean, it is otherwise, being concluded that in Storms such Accidents cannot be always avoided.

C H A P. XI.

Instructions for Masters of Ships, in what is necessary to be known, and observed by them, to prevent Trouble or Damage, which thro' Inadvertency they may fall into.

HAVING thus treated of Merchants and Owners, &c. I now come to lay down such things as are needful to be known by Masters of Ships, that through Inadvertency they may not fall under Penalties, &c. And

1. If Goods be intrusted to the Care of a Master of a Ship, and they be imbezzled or wasted, either in a Port, or the Main Ocean, the said Master, however it happens (no Goods being thrown overboard in Storm, or taken by Pirates) is accountable to the Owners or Merchants, and is obliged to give Satisfaction: Nay, if the Ship be fired by Carelessness, the Master is liable to make Satisfaction for the Ship and Goods: or if the Goods sustain any Damage by the Neglect of the Master, he is responsible, as being allowed to be *Exercitor Navis*; and is neither by the Marine or Common Law liable to answer for the Neglect or Misdemeanour of his Mariners. But if a Ship be taken by Enemies, Founders, or is lost in a Storm, the Master is not liable to make any Satisfaction.

2. If a Master of a Ship send off his Boat to a Wharf or Key, &c. to fetch Goods aboard, and any of them be imbezzled, he is responsible for them.

3. If a Master lade Goods on board any of the King's Enemies, though at the same time his own Ship is leaky, and in danger, and by such means the Goods are Seized, he is liable to make Restitution to the Owner. Nor at his Peril ought he, without the Merchant's Knowledge, or the Knowledge of the Owners, bring, or cause to be brought on board any Prohibited Goods. Or if homeward bound, he enter;

or

or lie by in any Creek, unless driven in by Strefs of Weather, and by that means the Cargo becomes Seizable, he must answer the Loss, or Damage sustained, because he ought to have entered one of Her Majesty's great Ports. Nor must he Sail with false Colours, carry false Cocquets or other Papers, for if by such means the Goods are involved in Trouble, or lost, or the like, he is liable to make Satisfaction.

4. A Master must not lide the Ship above the Birth-mark, or set Sail with unsufficient Rigging, nor stay in a Port unless on an extraordinary Occasion, if the Wind stands fair for the prosecuting his Voyage, unless it be tempestuous Weather, or refuse to pay Custom in any Port where it is due, by which any Damage may accrue to the Merchant, or Owner, under Penalty of making Satisfaction for the same.

5. If a Master sends Goods in close Lighters to a Wharf, and sends his Mariners to look after them, then if any be imbezzled, he must make them Good, but on the contrary, Satisfaction will be required of the Wharfinger, to whom the Lighters belong.

6. A Master may sell or pawn part of the Lading for Money to refit, or mend the Ship, if she be in Danger to be otherwise lost or damaged, but must not do it to defray any Charges of his own.

7. No Master must Import or Export any Goods from any of Her Majesty's Plantations, but in English or Irish Bottoms, or Bottoms appercaining to the Natives of those Plantations; and in that Case three Fourths of the Mariners are to be English, upon Penalty of the Forfeiture of Ship and Goods: and to be brief, in all Cases of this nature.


8. The Mariners are accountable to the Master of the Ship, the Master to the Owners, the Owners to the Merchant, or Freighter, for all Damages by Neglect of their respective Duties, Breach of Trust, or Contract.

C H A P. XII.

Of Average, and Contribution, what Goods may be properly cast overboard in a Storm, and what not, according to the Laws Marine, &c.

THIS highly concerns all Masters of Ships to know, lest unadvisedly they may bring Damage on themselves, when by a prudent Foresight it might have been avoided; in order to which, take the following Directions:

1. If a Storm arise when a Ship is freighted, and at Sea, the Master, if he finds the Ship in Danger to be lost, may (by the Consent, or rather by the Advice of his Mariners, to lighten her) throw such heavy Goods overboard as they shall think convenient for the safety of the Ship: And if the Mariners refuse to consent, the Master, as he sees fit, may Command it to be done; always provided they throw over the grossest Goods, and those of them that are of least Value; and in such a Case the rest of the Goods that are on board, are lyable to contribute to the Loss, the Sailers Cloaths and Provisions excepted.

And in this case by the way of Average,  Note, That if such Goods are thrown overboard before half the Voyage is made, then shall the Contribution be according to the Rate the Goods cost; but if the Ship has sailed above half her Voyage, then proportionable to those that remain of the same kind are sold for: But at their arrival at the intended Port, the Master and some of his Mariners must make Oath, that the Goods were thrown over for the Preservation of the Ship, and for no other Cause; as also for the Safety of the rest of the Goods. And if afterward an Action be brought by the Merchant, or others against the Master or Owners, they may plead the special Matter in Bar to the Plaintiff's Proceedings,

and so have the Advantage; but if any of the Ship's Tackling be lost in the Storm, or otherwise, no Contribution is to be made, unless the Masts be cut by the board, &c. And if any Goods be secretly brought on board, contrary to the Knowledge of the Master, or Purser, and be cast over, no Contribution shall be made for them.

2. By the Law Marine the Ship-master may refuse in case of Average, to deliver the Remainder of the Goods, before the Contribution is settled.

3. If in a Storm part of the Goods receive Damage, without the Master, or Mariners Neglect, those Goods, for so much as the Goods shall be valued at, ought to be included in the Contribution.

4. If at Sea, or in a River, two Ships meet and strike each other so forcibly that Damage is received, and it appears by Proof it was wilfully, or carelessly done, the Ship receiving the Damage, shall have Satisfaction; but if both received Damage, and the Crews of each Ship swear it was innocently done, and could not be helped, then is the Damage to be levied proportionably between them.

5. If any Goods be thrown over by the Indiscretion of the Stovers, in lading the Ship above the Birth-mark, or the like, then ought the Masters, or Owners to make the Satisfaction.

6. If a Ship be entring a Port, or otherwise, and part of the Goods be put into the Ship-boat, or a Lighter, and either of them be cast away, in such a case Contribution must be made; but if the Ship be cast away, and the Boat or Lighter saved, then there is no Contribution of such Goods as are in the Boat or Lighter. For,

Note, Where the Ship at any time perishes, notwithstanding a great Part of the Goods may be saved, however no Contribution is to be allowed towards those that are lost.

7. When it happens a Ship is taken by Enemies or Pirates, and the Master makes a Contract with them

Of Average and Contribution.

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them for a Sum of Money to dismiss the Ship, &c. and continues a Prisoner till the said Sum be paid, in that case Contribution must be levied upon the Ship and Goods, for the Sum of Money agreed on to Ransom the Master; and so where a Pirate by Consent takes only Part of the Goods to dismiss the rest, Contribution must be made. But,

Note, That if he takes them by Force, and at his pleasure, then no Contribution is to be made, unless the Merchant does consent to it after the Ship is robbed.

8. If it happen that Jewels or Plate, or such like Riches be on board in a Box or Chest, and not discovered to the Master, and they be cast over in a Storm, no more Contribution shall be paid, than for what they appeared to be, viz. a parcel of Goods computed Cumberfome.

9. If a Ship be taken by an Enemy; Letter of Mart, or Reprizal, and part of the Goods be only taken out, and the rest dismissed, upon the Master's remaining Hostage till a Sum be paid, though taken by Force, yet Contribution lies.

10. If in a Storm, for saving the Ship, Goods be cast into the Sea that will float, or otherwise, so they be recovered again, Contribution shall be made for no more than the Damage the Goods have sustained.

11. In case of a Storm wherein Goods are ejected, the Master and Purser are liable to Contribute for such Wares as they have on board, and if they have none, then for their Apparel, Rings, &c. according as they shall be valued.

12. For every Pilot's Fee Contribution is to be paid for bringing the Ship safe into any Port, or Harbour, unless that to which it is bound.

13. If a Master of a Ship having received his Complements, takes Goods aboard contrary to the Knowledge of the Merchant or Freightor, and Part of the Merchant's Goods, by reason of this, are thrown over-board in a Storm, then is the said Master ac-

countable upon Proof thereof, and liable to make Satisfaction.

14. If there be a Settlement made of the Contribution, and the Merchant refuses to pay it, then may the Master detain the Goods; and if an Action be brought against him for so doing, he may Bar the Plaintiff of his Proceedings, by pleading the special Matter.

15. In a Storm there are some Lading which ought not to be Ejected, as Pieces of Ordnance, Ammunition, and Provisions for the Relief of a City besieged, or in Danger so to be; for in this Case the Law implys a Subject ought to prefer the Good of his Prince before his own Life.

C H A P. XIII.

A View of the Port of London; also the Customs, Priviledges, and Exemptions; likewise the Revenues of the City in this kind, pursuant to the Charters granted by several Kings, &c.

THe Port of London must be owned the Principal Port of this Kingdom, and therefore for the better Instrution of all that hold Trade or Commerce, I shall here set-down such necessary things as are worthy of Note.

1. The Port of London, as by Exchequer settled and declared, extends from the Promontory or Point of Land called the North Foreland in the Isle of Thanet, and thence Northward to the Nase Point, beyond the Gunfleet, on the Coast of Essex, and continues Westward up the River of Thames, and the several Channels, Streams, and Rivers falling into it to London-bridge. The usual known Rights and Priviledges of the Port of Sandwich and Ipswich, and their Members excepted; and in regard that formerly Ships did come to the Port of London and unlade

lade in divers obscure Creeks, and Stairs, to defraud her Majesty of her Customs, it was therefore ordained, That out of the Exchequer a Commission should be issued to notifie, affix, and continue all such Wharffs, Keys, and other Places as her Majesty by Virtue of such Commission should think fit to appoint; which are at this time for the Landing of all Goods and Merchandize, *vz.*

Brewer's Key, Chester's Key, Wool-dock, Porters Key, Wiggon's Key, Young's Key, Ralph's Key, Bear Key, Smart's Key, Lyon's Key, Burtolp's Wharff, Hammon's Key, Cock's Key, Fish wharff, Billings-gate, and the Bridge-house, the former of the two latter being constituted for the bringing in, as a common and open Place, Salt-fish, Salt, Victuals, or Fuels of all Kinds, Fruit of every sort, Grocery excepted; all Native Materials for Building, and for Exporting the like, but no other Merchandize; and the latter for Landing of Corn, for the City Store; tho' under that Pretence several Persons at this Day land their own Corn, in which the City is not concerned, as to any thing relating to Stores.

Above what has been named, there are other Places of Landing Goods, *viz.* the *Custom-house-key*, some Stairs on the West side, whereof are declared not to be Places of Landing or Shipping of Goods, as *Sab's Dock, Lion, a Pair of Stairs* not held lawful for the Landing or Lading of Merchandize; also *Dice-Key, Gaunt Key, and Summer's Key*, though otherways allowable; therefore it is to be supposed those Stairs that are excepted against, were built for Convenience since the declaring free Places for landing Merchandize.

These Keys, Wharfs, and Docks bring great Advantage to the City of London, by Water-balage, Scavage, Poterage, and Packing; Water-balage is an ancient Duty, which, for many Years past, the City of London has laid claim to and receiv'd for all Goods and Merchandize imported from any Part in or out

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of the Kingdom into the Port of *London*; and so the like Duties with a small alteration of all Goods exported out of the said Port, unless the Goods or Merchandize of Free men, who are exempted from paying this Duty; tho' many Free-men, for Reasons to themselves best known, voluntarily pay it, tho' some Debates have arisen whether this Duty is due or not: however, no Clause in the Act of Tonnage or Poundage does any ways bar it.

All Lighters, Fisher-boats, Wherries, &c. employed on the River of *Thames* within the Limits of the City confirmed by Charter, do pay Sums of Acknowledgement or Duty for the same, which Annually amounts to a considerable Value, over and above the Toll of the Markets, which arises very considerable in the main.

The Citizens of *London*, viz. such as are Resident, are exempted from the Custom or Imposit called *Prisage*; that is, out of ten Tuns of Wine one is for the Queen's Use, paying for it no more than 20 s. but in this Case the Citizens must be cautious of owning what is not theirs, but properly belongs to Strangers.

If a Free-man lives in another City, and his Wines be unladed at the Port of *London*, he is debared of this Priviledge, and if Resident, must be free by Service or Patrimony, according to a private Act made 24 *Hen. 6.* and it is further observed, That if any Merchant, not being a Citizen, breaks-Bulk, tho' he delivers but part of the Cargo, yet the Duty is to be levied on the whole as if unladen; and the like Priviledge have the Inhabitants resident in the Cinque Ports.

Butlerage is a Shilling per Tun upon Strangers, but the Natives are exempted from it.

Scavage is an ancient Toll taken by the Mayor, Sheriffs, &c. for Wines shewed, or offered to sail within the Precincts of *London*, consisting of two Parts,

viz.

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viz. what is payable by Denizens, and what by Allies; of which there are Tables mentioning each Particular, set up and approved of by the Lord Chancellor, Treasurer, President, Stewards, and two Justices of the Common Plea's, and subscribed by them, or some four of them at least, and are to be levied on Goods inwards and outwards.

All Goods mentioned in the Table of Seavage, and not mentioned in the Table of Rates, are to pay after the Rate of one Penny in the Pound, according as they are rated, or valued in the Book of Rates; and those not found there, are to be rated to the true Value.

All Private Baulks of eight Inches square, are, by the third Article annexed to the Book of Rates, reputed Timber, and valued at 3 *d.* the Foot, 50 Foot accounted the Load, valued at 12 *s.* 6 *d.* and the Duty for one Load is one Half Penny and Half Farthing.

Package is a Duty rated in a Table called the Table of Package duties; and all Goods therein mentioned pay one Penny in the Pound, according as rated in the Book of Rates; and those not mentioned, pay the like as they are valued.

For every Entry in the Packers Book, and writing Bills of each Entry outwards, you pay 12 Pence.

All Strangers are to pay the Working Porters for making up their Goods, according to Custom; and Strangers must pay the Water-side Porters belonging to the Package-office such Fees for Shipping and Lading as for several Years past they have done.

The Package and Water-side Porters have Tables expressing the Duties payable, and such as are not found mentioned therein, are to be rated according to their true Value by the Pound as aforesaid, for Package and Poterage-duties, over and above; and this Head or Section I shall close with the Form of a Bond given by Strangers to employ their Money on the Commodities of this Kingdom.

Neve-

Noverint universi per presentes
 teneri & firmiter obligari, serenissi-
 ma Domina Nostra Anna Prima in
 Libris Bone & Legalis Moneta Anglia solvenda
 Eadem Domina Regina vel Executoribus suis ad quem
 quidem Solutionem bene & Fideliter Faciend Ob-
 ligo (per se pro toto & in solido
 Hared' Executor' & Administrator firmiter per pre-
 sentes sigillo meo sigilat' Dat' Die

Anno Regni Domine nostre Annæ Primæ
 Dei Gratia, Angliæ, Scotiæ, Franciæ, & Hiber-
 niæ, Regine Fidei Defensoris, &c. Primo Annos,
 Dom. 1702.

THe Condition of this Obligation is such, That
 if the above-bounden F. G. do employ all such
 Sums of Money as he shall receive for

mentioned in one Entry this Day made in
 the Custom house, in the Port of Sandwich, in the
 Name of N. T. imported in the Ship, or Vessel G. of B.
 whereof M. R. is Master, upon the Commodities of
 this Nation, within six Months next ensuing the Date
 above-written, his reasonable Cost and Charge de-
 ducted according to the Statute in that Case made
 and provided, then this Obligation to be void, and of
 none Effect, or else to be and remain in full Force and
 Verrue.

Signed, Sealed F. G.

CHAR.

C H A P. XIV.

The Method, or Manner of Insuring Ships or Goods, with Cautions and Directions to Merchants and others for the best Management of these Affairs.

THe Way of Insurance is very ancient, for Suetonius tells, that Claudius Caesar, Emperour of Rome, was the first Inventer of it, to the great Advantage of the Roman People, for it greatly encouraged Merchandizing, and put them upon the Discovery of strange Countries.

All Assurances in this kind, are either Publick or Private. The first of these are those that are Entered in the Office, or Court of Assurance, kept upon the Royal Exchange in London, for the Conveniency of Merchants; where any one may be satisfied what Cargo is Insured, and at what Premio.

The latter is a private Assurance between Merchant and Merchant, or others, being likewise Entered in the Office, and stand of equal Force at Common Law: But by the Statute of 43 Eliz. those only that are Entered in the Court, can be tryed and determined there, the other being left to the Common Law.

These Assurances are of divers kinds, some made for Places certain, others general. Those upon certain Places or Ports, are made upon Goods laden, which if they be cast away, or any other ways miscarry before they come to the Port agreed on, and are safely Landed, the Insurer must make good as to the same he has Insured; but upon certain notice of the safe Arrival, he may demand the Premio, as it was agreed on, and the Policy is then void and of none Effect: And the like upon Goods inward bound, as agreed on. But before I proceed to give further Instructions in this useful Matter, for the better Satisfaction of all, I shall give the due Form of a Policy of Assurance, on the stress of which the main of these particulars rely.

The

The Form of a Policy of Assurance.

In the Name of God, Amen. I W. B. of London, as well in his own Name, as for and in the Name and Names of all and every other Person and Persons, to whom the same doth may, or shall appertain, in part, or in all, doth make Assurance, and causeth himself and them, and every of them, to be Insured: lost or not lost, from the Port of London, to the Port of Smyrna, in Asia, upon any kind of Goods and Merchandize whatsoever, laden; or to be laden aboard the good Ship Foresight of London, Burthen five hundred Tuns, or thereabouts, whereof is Master, under God, for this present Voyage, William Simpson, or whatsoever else shall go for Master in the said Ship, or by whatsoever Name or Names the said Ship or Master is or shall be named or called, beginning the Adventure upon the said Goods and Merchandize from and immediately following the lading thereof aboard of the said Ship, at the Port of London: and so shall continue and endure till the said Ship, with the said Goods or Merchandize whatsoever, shall be arrived at Smyrna aforesaid, and the same there safely landed: And it shall be lawful for the said Ship in this Voyage to stop or stay at any Ports or Places between London and Smyrna, without Prejudice to the Insurance. The said Goods or Merchandize, by Agreement, is and shall be valued at 3000 l. Sterling, without farther account to be given for the same.

Touching the Adventures and Perils which we the Insurers are contented to bear, and do take upon us in this Voyage, are of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of Mart, Surprisals, Taking at Sea, Restraints, and Detainments of all Kings, Princes, and People, of what Nation, Condition and Quality soever, Arrest, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or that shall come to the Hurt, Damage or Detriment of the said Goods and Merchandize, or any Part thereof:

The Form of a Policy of Assurance. 59

whereof: And in case of any Loss or Misfortune, it shall be lawful to the Assurer, his or their Factors, Servants or Assigns to sue, labour and travel for, in and about the Defence, Recovery and Safeguard of the said Goods and Merchandizes, or any part thereof, without Prejudice to this Insurance; In the Charges whereof we the Assurers will contribute each one according to the Rate and Quantity of his Sum assured. And it is agreed by us the Insurers, That this Writing and Assurance shall be of as much Force and Effect, as the Surers, Policy, or Writing of Assurance heretofore made in Lombard-Street, or now within the Royal Exchange, London; And also we the Assurers are contented, and do hereby promise and bind each one for his own Part, our Heirs, Executors, and Goods, to the Assured, his Executors, Administrators, or Assigns, for the true Performance of the Premises; acknowledging our selves paid the Consideration due unto us for this Assurance, by J. W. at the Rate of six Pounds per Hundred Sterling. In witness whereof, we the Assurers have Subscribed our Names and Sums assured in London.

I L. C. am contented with this Assurance for the Sum of *1000* Pounds, London, this 20th of May, 1702.

I G. R. am contented with this Assurance for the Sum of *500* Pounds, London, this 20th of May, 1702.

This is an authentick Copy of Assurance for Goods outwards; and the same you may do inwards, upon Advice of a Ship returning with Goods or Merchandize, agreeing for the Premio, altering the Name as to what the Ship inward is called, and get your Policy entred.

Now as for a General Assurance, it is when a Ship makes a trading Voyage, not limited to any certain Port, but takes in Goods at one Port, and vend em at another; so that the Party under taking such an Assurance,

rance, is liable to any Damage the Goods, or Ship, if Insured, sustains, till the time she safely returns to the Port where she set out, tho' the Premio of Ships generally runs higher than that of Merchandize.

Goods sent by Land may likewise be Insured, though that is seldom practised: And a Man fearing to be taken by Turkish or Moorish Pirates, may insure his Person, and the Insurers are bound to Redeem him in a convenient time, if taken; that is, to pay so much Money as is insured, for or towards his Ransom.

Sometimes the Insurers insert in their Policies, lost or not lost, viz. when Ships have been a considerable time abroad, and no Advice had of their being in any Port. But then the Premio runs frequently at 30 or 40 per Cent. and in this case tho' the Ship be cast away at the time of the Policy, yet so much as is Insured must be payed; but then it must be contrary to the knowledge of the Party who Insures, or else it will be look'd on as a Fraud.

If an old or leaky Vessel, &c. be Insured for more than afterwards she is computed to be Worth, and being carryed out of the Port, she is purposely sunk or made a Wreck, if it be proved, it is a Defraud, and the Party insuring shall have no Satisfaction.

If a Person Insures a Ship, only naming the Burthen, and she is lost, there is no Recompence to be had for the Wares, the Insurance being on the Ship only; but if the Wares be Insured, it is not of any moment, whether the particulars are mentioned in the Policy or not; but in general upon the chief, and all other Commodities laden, or to be laden for the insured Person as agreed.

If a Ship insured be on Fire ere she breaks Ground, the Insurers in this case are not lyable to pay the Insurance, unless there be such an express Clause in the Policy, viz. *At such a Port, or from such a Port*; unless she had first broke Ground, and forced back again by Stress of Weather.

It is held, that if a Person insure more Goods or Merchandize than he has on board, and several Persons subscribe the Policy, yet only the first Subscribers are bound to make good the Loss, if they miscarry; and those who subscribed above the Value of the Goods, remitting their Premio, 10 s. per Cent. reduced for their Subscriptions, are discharged.

If a Ship be insured, and prove leaky, and the Master, to save the Cargo, lades the Goods into another Ship, and that Ship be lost, the Insurer is not answerable for the Cargo, unless in the Policy it be in express words, viz. *Till the Goods by the said Ship, or any other, shall be safely landed at such a Port, naming it.*

If a Cargo be insured to such a Port, there safely to be unladed, and her Cargo is sold on Board, the Property being altered, if the Ship afterwards Miscarry, the Insurer is not bound to make it good, if the Buyer agrees for the Freight to be carryed to any other Port.

If Goods are insured, and the Insured, contrary to the knowledge of the Insurer, takes in prohibited Goods, by the means whereof, the Ship may be forfeited, then is not the Insurer obliged to make Good the Cargo, unless after the lading of such Goods they are prohibited.

If by Neglect of the Master, or Marriners, the Goods on board, receive Damage, the Insurer is not obliged to make Satisfaction; and it is always necessary that the Bills of Lading consist of three Parts, one to be sent over Sea, the other left with the Master, and the last with the Freightier, to prevent any Differences that may arise between the Insurer and the Insured.

CHAP. XV.

Of the Office, or Court of Assurance, its Jurisdiction in Determining Difference, &c.

THis Office or Court was erected by the Statute of the 43 *Eliz.* Chap. 12. by which the Judges or Commissioners appointed to determine Differences arising, were the Judges of the Court of Admiralty, the Recorder of *London*, two Doctors of the Civil Law, two Barristers, eight discreet Merchants, or any five of them, and that they or the Major Part should have Power to Hear, Examine, Order, or Decree all such Causes in a summary Way, without the Trouble of Pleading, or putting the Parties to Charges, and to have Power to summon Persons, examine upon Oath, commit to Prison upon Disobedience, or the like. But this Method being found tedious, and dilatory, by reason so many Persons as made a Court were not to be got together; it was taken into further Consideration, and in 12 *Car. 2.* Chap. 23. enacted, that the Commissioners should compose this Court, *viz.* a Doctor of the Civil Law, a Barrister of five Years standing, and a Merchant, &c. who after their being sworn before the Lord-Mayor of *London*, have Power to act in all Cases: And if any Witnesses refuses to come upon the first Summons, and Tender of reasonable Charges, upon the second Summons, the Court may Imprison him for his Contempt, or give Cost. And usually the Difference comes to an Issue in fourteen Days, their Proceedings being as well out of Term time, as in it.

In this Court the Judgments are given by very good Deliberation by knowing Persons who are skilled in Marine Affairs. And if at any time the Sentence is supposed to be unreasonable, then the Party aggrieved may Appeal to the Lord Chancellour, or Lord Keeper,

Keeper, who thereupon may determin the same. Though, from this Court no Appeal can lye till the whole Money be deposited, and the full Cost payed to the Appealed, so that it prevents the trouble of taking up the Party by Execution against whom the Decree has passed.

A farther Advantage of this Court is, they may Decree against twenty Insurers at once, which must at Common Law be sued distinctly; though the Execution cannot lye against Body and Goods, but at Common Law it may against either.

If a private Policy of Assurance be lost or destroyed, and there is no Entry of it to be found, it is like a burnt Deed, unless sufficient Evidence be produced to make it apparent there was such a Writing and Contract, as likewise a Copy of it; but it is the contrary when a publick Policy, for then the Entry is a sufficient Evidence or Testimony for this Court to take notice of and proceed upon.

C H A P. XVI.

Tenus Nauticum Bottomere; or, as the Dutch call it, Bomere; what it signifies in way of Naval Commerce, and the Advantage or Disadvantage growing thereby.

T*ENUS Nauticum*, or *Bottomere*, is a kind of a Denomination for the Keel or Bottom of a Ship, when the Part is taken for the Whole; but may more properly signify the Bottom, or rather the Cargo contained in it; which in this Sence is mortgaged for a Sum of Money taken up, and bound to make Satisfaction at the Return of the Ship, with such Interest as is agreed on, the Statute of Usury being here set aside by reason of the great Hazard the Lender runs; for if the Ship miscarries and return not, the Money is lost, and so 140 or 150 is taken upon safe Arrival for 100 lent in Hazard. And Masters of Ships some-

times are constrained to take up Money, without which they are unable to proceed on their Voyage, and so Engage his Ship or Vessel for want of other Security, and has gained well by the Bargain, if he makes a lucky Voyage. And indeed Money so taken up at 30 per Cent. and the Hazard run, cannot but turn to the Advantage of an ingenious Master; for if he doubles the Money, he gets considerably, it being as profitable for the Master or Merchant, as to take up Money at Brokerage, and to Ensure the Ship or Cargo. But there is Knavery in many things, and so in this, for our cunning Usurers make use of this many times only in Name, and not in Fact, to evade the Statute of Usury; as thus,

They get a Person to feign he has a Ship bound for *Dantzick*, or some other Port, and hereupon he makes a Special Obligation to repay the Money lent on the Security of this feigned Ship, at so much per Cent. as is agreed upon, at the safe Return of the Ship in the Clouds; and if in the time limited, she does not return, he is obliged notwithstanding to pay the Money, with the Interest. And this Bargain they often make with young Heirs, and other Extravagants, many times to their Undoing.

C H A P. XVII.

Of the Ports, Members, and Creeks in England and Wales, not yet mentioned; with Relation to their Legality touching Exportation and Importation of Goods or Merchandize; and also the Searchers Fees, &c.

Since it is necessary, especially for Masters of Ships, young Merchants, and young Officers belonging to the Customs, &c. to know all the Legal Ports in England and Wales for Lading or Landing Goods, together with their Members and Creeks, I have in this place,

to render this Book as compleat as may be, set down their Names that have not yet been mention'd.

Ipswich has Members, *Maldem* and *Colechester*; and Creeks, *Leigh*, *Buxham* West *Mersey*, East *Mersey*, *Brickly*, *Wivenhoe*, *Maintree*, and *Harwich*.

Yarmouth has Members, *Woodbridge*, *Alborough*, *Sowold*, *Blacking*; and Creeks, *Orford*, *Dunwich*, *Walderswick*, and *Lestooffe*.

Lyn has one Member, *Wells*, Creeks, *Burnham*, *Croßkeys*, *Hitcham*, and *Wisbich*.

Boston has Creeks, *Spalding*, *Todwich*, *Wainfleet*, *Nunby-chaple*, *Thethethorp*, and *Saltfleet*.

Hull has Members, *Grimshy*, *Bridlington*, and *Scarborough*; and one Creek, viz. *Sainthorp*.

Newcastle has Members, *Whitby*, *Stoßton*, *Hartle-pool*, *Sunderland*; and Creeks, *Middleborough*, *Seaton*, *De-laval*, and *Blithe-nook*.

Barwick has Creeks, *Aylemouth*, *Warmwater*, *Holy Isleland*, and the East *Marches*, containing the Coast of *Northumberland*, bordering on *Scotland*, *Warkington*, *Ravenglaß*, and *Millinthorp*.

Chester has Members, *Lancaster*, *Bolton*, *Liverpool*, *Aberconway*, *Beumaris*, and *Carnarvan*; Creeks, *Pit of Fowdrey*, *Graung*, *Wyrewater*, *Riblewater*, *Boston*, *Sankley-bridge*, *Ferdsham*, the South Shoar of the River *Mersey* to the Red Stone, *Dun-pool*, *Hilbree*, *Neston*, *Burton-head*, *Bagbil*, *Amlogh*, *Holy-head*, and *Barmouth*.

Milford has Members, *Cardigan*, *Aberdony*, and *Pembrook*; Creeks, *Aberystha*, *Newport*, *Friscard*, *Haverford*, *West Tenby*, *Caremarthen*, *Lanelthy*, and *North Berrys*.

Cadriß has one Member, *Swanße*; Creeks, *South Berrys*, *Nelth*, or *Briron-ferry*, *Albertham*, *Newton*, *Penarth*, *Newport*, and *Chepstow*.

The Port of *Gloucester* has for Creeks the River *Severn*, from the Bridge North to the King's Road.

Bristol has Creeks, *Pill* and *Upbil*.

Bridgewater has for a Member *Minehead*.

Plymouth has Members, *Padstow*, *St. Ives*, *Pensance*, *Heldford*, *Falmouth*, *Lowe* and *Fowe*; Creeks, *Penryn*, *St. Mawes*, *Truro*, *Salt-Ash*, and *Cornwall*.

Exeter has Members, *Ilfracomb*, *Dartmouth*, and *Barnstable*; Creeks, *Clovelle*, *Appladwe*, *Star-cross*, *Biddisford*, *Tincomb*, *Bear*, *Seaton*, *Topsham*, *Poldram*, *Sydmouth*, *Lypsom*, *Exmouth*, *Saltcomb*, *Alemouth*, *Brixham*, *Torbay*, and *Totness*.

Poole has Members, *Lyme* and *Weymouth*; Creeks, *Bridport*, *Portland*, *Charmouth*, and *Lulworth*.

Southampton has Members, *Portsmouth* and *Cowes*; Creeks, *Swridg*, *Wareham*, *Christ's Church*, *Hixington*, *Tarimouth*, *Newport*, and *Emsworth*.

Chichester has Members, *Shorham*, *Lewis*, *Arrundel*, *Pemsey*, *Haveing*, *Rye*, and *Hyth*; Creeks, *Pagham-point*, *Brightbelnston*, *New haven*, *Winchelsea*, *Seaford*, *Lyd*, and *Rumney*.

The Port of *Sandwich*, has Members, *Dover*, *Faversham*, *Rchester*, and *Milton*; Creeks, *Deal*, *Lamsgate*, *Margate*, *Whitestable*, and *Quinborough*.

The Ports are those to which the Officers of the Customs are appropriated; which contain and include the Guidances and Priviledges of all the Members and Creeks that belong to them, being the Places appointed for the Unlading and Landing Merchandize.

The Members, are such Places as formerly enjoyed Custom-houses, and have yet Officers, or their Deputies attending, they being accounted lawful Places of Lading or Unlading all Sorts of Merchandize, and other Commodities, unless such as are prohibited.

The Creeks are Places where the Officers do, or formerly have given their Attendance, by way of Prevention, not of Duty and Right, and are not accounted lawful Places to land or lade any Goods or Merchandize, without License or Suffertance from the Port or Members, under which any such Creek or Creeks is or are placed. All which, as they are at present accounted at the Custom.

Custom-house, are as aforesaid, being respectively in the Body of the Counties, and consequently out of the Jurisdiction of the Admiralty, in case it so happens that any thing more than ordinary is done in, or sustained in any of them. And this may suffice as to these Particulars; and it not being here improper to set down the Fees of the Head Searchers, and the five Under Searchers in the Port of London, established by the Commons in Parliament, Anno. 14. Car. 2. viz.

	l.	s.	d.
Spain, Portugal, the Streights, West-Indies, Guiana, or the Western Islands	}	00	06 00
East-Indies		00	10 00
All other Ships in foreign Parts		00	04 00
For every Stanger's Ship or Bottom		00	06 08

The Lawful Fees due to her Majesty's five Under Searchers that attend at London.

English and Aliens.

For every Certificate for Shipping out Goods formerly imported	}	00	02 00
But if half the Subsidy received back, amounts but to forty Shillings, then		00	01 00

To be payed by English and Aliens for Goods that pay Subsidy, and pass out by Coquet or Warrant.

Pipe, Puncheon, or Butt	}	00	02 00
Hogshead or Bag		00	00 02
Tin, the Block or Barrel		00	00 01
Beer-vager, Wood of all sorts, Copper, Allom, and the like gross Goods		00	00 04
the Tun			

Corn

Corn the Last, Sea-coal the Chal-	3	l.	s.	d.
dron, Lead the Fodder, Beer the	00	00	00	00
Tun,				
The Maund, Fat, or Pack,	00	00	00	00
The Bundle, Bale, Chest or Case,	00	00	00	00
Rafins or Figs, the twen Frailes, or	3	00	00	00
Barrels,				
Butter, and such Goods, the Barrel,	00	00	00	00
For every Coast-certificate, the Coquet,	00	01	00	00
Transfers for the Coast-free,	00	00	00	00
For every Horse, Mare, or Gelding,	00	01	00	00
For certifying every Dehenture, and	3	00	00	00
for receiving back half Subsidy, &c.				
For every Piece of Ordinance,	00	01	00	00
For every Indorsement of every Co-	3	00	01	00
quet,				
For every Certificate out of their	3	00	01	00
Books of Goods lost at Sea, taken by				
Pirates, returned, whereby so much				
may be shipt Custom-free,				
For every Bill of Sufferance, or Billof	3	00	01	00
Store above 10 s. in the Book of Rates,				
But if it be under, then but	00	00	00	06
The Fardel or Truss, by English of	3	00	00	00
three hundred Weight, or upwards,				
Woollen Cloath, the Bale, not ex-	3	00	00	00
ceeding five Cloaths, 2 or 300 Weight,				
Stuffs, Bays or Says,				

Merchants Strangers, not Freemen of London, or such
as Ship on Strangers Vessels or Bottoms.

The Fardel or Truss, 00. 01. 00

The Bale, 00. 00. 06

Signed by Virtue of an Order from the House of Com-
mons, dated May 17th, 1662.

E. Turner.

These

These necessary things known, may not be only useful to Merchants and Traders, but to Custom-house Officers in their beginnings, that knowing the Ports, Members, and Creeks, they may not be at a loss to know where Goods ought to be legally landed, and where they are seizable, as Goods landed by Stealth, or Run Goods, with other Advantages, as to Dues that are to be received upon the Occasions last mentioned; and indeed it has been my Endeavour to render this small Book as full and compleat as possible in every Respect, that may concern Merchants, Traders, and all such as are any ways concerned in what I have proposed, to lay down such satisfactory Rules and Directions, that nothing necessary may be omitted.

C H A P. XVIII.

Of the Customs of London, in relation to Aliens, or Strangers, as to their Trade and Commerce, &c.

AN ACT was made that all Aliens in or about London, shall be within the Government of the Mystery or Craft whercof they are, and Taxable to their Mystery, 14. Hen. 8. Chap. 2. and afterward a Decree was made in the Star-Chamber, That, an Act that such Strangers should pay Score and Lot, Tax and Tallage, &c. as the Masters, Wardens, and Companies, &c. and that they shall make Oaths and other things, 21 Hen. 8. Chap. 16.

An Exception is for the Merchants of the *Still-yard*, that they shall not pay any other Customs than they used by their Franchise, but that every other Denizen should, 22 Hen. 8. Chap. 8.

That every Stranger may sell his Merchandise by safe Conduct in any Place of *England*, and to any Person, except the King's Enemies, 2 R. 2. Chap. 6. Merchandise 17. and after that, a Stranger might sell

82 The Dealer's Treasury.

as he might do before, saving the Franchises and Liberties of London, 6 Hen. 1. Chap. 4.

Aliens and Denizens may buy and sell Merchandise coming to London in Gross, and not by Retail, paying the Customs, and shall not be troubled or molested by the Citizens of London, notwithstanding any Franchise heretofore provided to the Citizens of London, 7 Hen. 4. Chap. 9.

Every Man who bringeth Merchandise to London or other Cities, Boroughs, or Ports of the Sea, may sell in Gross, or by Retail, notwithstanding any Grant, Franchise, or Customs to the contrary, 25 Edw. 3. Chap. 2.

Aliens and Forreigners being in Amity with the Queen of this Realm, who come with Fish or other Victuals to London, shall have safe Conduct, 6 R. 2. Chap. 40. Victuals 5.

By the Statute *de Tallagio non concedendo*, it is provided, that all Persons shall have their Liberties and Customs, and all Customs made to the contrary shall be void, Franchises 5.

CHAP. XIX.

The Merchant or Trader's Director, in what is necessary to be known, relating to Attaching Goods, or Monies in the hands of any Person, and how to proceed therein, &c.

NOW by reason of many things that happen in Merchandise, and other Commerce, relating to Natives and Aliens, may require Goods sometimes to be Attached, which in my Opinion may produce the easiest way of agreeing, or securing Effects, than might otherways be removed out of Reach, and prevent tedious and troublesome Suits; I shall for the better Instruction of those that may not be well knowing this Matter, give some Instructions thereunto relating,

Of Attachments.

ing; that they may avoid Error, or Over-sight in this way of Proceeding.

By the Custom of London any Person may attach Money or Goods of the Defendants, either in the Plaintiff's own Possession, or in the Custody of a third Person, either in the Mayor's or Sheriffs Court; and if the Defendant appear not, the Goods may be condemned in Court.

The Attachment is to be entered in the Office; but you must be careful to enter the Hour of the Day when it is made; for if several Attachments come against a Man's Goods, the first will take place.

He whose Goods are attached in another Man's hands, may come and offer himself to Prison, or put in Bail, and dissolve the Attachment; and after may have a Writ of Priviledge, though he render himself to Prison *Gratis*, because he was there by Virtue of a Plaint; but the Plaintiff may have a new Plaint against the Defendant, and attach him by his Goods; yet then may the Defendant remove it by *Certiorari*, and when the second Plaint is removed to the Common Pleas, the Justices will examine whether the Goods were attached for Cost of Suit, or for Merchandize; and if for Cost of Suit, then shall the Defendant be discharged; but on the contrary, if upon Oath it be found they were attached for Merchandize, or for any other Cause, then before it shall be remanded: But if the Party were in Execution in London, and afterward Suit is commenced in the Common Pleas, a Writ shall go to the Mayor and Sheriff to have the Prisoner there to Answer, and make Attorney, and then he shall be sent back; but if he were Impleaded in the Common Pleas, and afterward arrested in London, and this Court send for the Party, he shall be discharged of the Suit in London, by the Priviledges of the Court. *M. 38; H. 6. 12. E. 2.*

When

When an Attachment is made in the Hands of a third Person, and there, after the Defaults, the Defendants within a Year and a Day may put in Sureties to Answer the Plaintiff the Duty; or if he cannot procure Sureties, may render his Body to Prison, and therefore in a Writ of Privilege, after he had yielded his Body to Prison, he was bailed; and because the Yielding was after the Suit in the Common Pleas by the Defendant, *Gratis*; where the Attachment was before the Suit in the Common Pleas, the Defendant was sent back again to Prison in London, but where upon a *Capias* out of the Common Pleas, and a *Nihil* returned, the Defendant is arrested in a bail Court, coming to this Court, he shall have the Privilege of the Court, because it is an Arrest of his Body, *M. 20. H. 6. 3 P. 1.*

Note, That no Defendant shall be attached by such Goods as he carries with him to Disburse upon his Suits, though they be more than needful, but he shall have Privilege for them, so that they shall not be attached after a Suit in the Common Pleas, though he be found in London in the Vacation, for the Defence of his Suit here. But to leave this, which is somewhat intricate, and be more plain in the matter.

The Attachment being made in the Sheriffs Office, and returned by the Serjeant, the safest way for the Plaintiff is immediately, or before the next Court day holden for the same Compter, to see an Attorney; for though the Attachment be returned, and made upon that Action of Debt, where four Defaults are marked, yet if the Defendant shall come and put in Bail to the Attachment, the Defendant may at the next Court day Non-suit the Action, and recover Charges, which upon timely seeing an Attorney is prevented.

Four Court-days must pass before the Plaintiff can cause the Garnishee, that is, the Party in whose Hands

Hands the Attachment was made, to shew Cause why so much as is attached, should not be condemned; and he may appear in Court by his Attorney, wage his Law; or plead he hath no Monies or Goods so attached of the Defendant's in his Hands; or plead the special Matter; and if the Garnishee refuse to wage Law, the Plaintiff may try the Cause in four Days following after the *Scire Facias* comes into Court: Then must the Plaintiff put in Bail, or Pledge, that if the Defendant shall come within the Year, and a Day ensuing, into the Court, and there can Discharge himself of the Monies, &c. condemned in Court, and that he owed nothing to the Plaintiff at the time of the Plaint mentioned, the Money shall be forth coming. And the Attachment once perfected, the Defendant can put in no Bail to dissolve it: But the Plaintiff must observe that after Judgment is given in Court for the Appraisement of Goods, he must bring two Free-men of London into Court the following Court-day, there to be sworn they have made the Appraisement to the best of their Skill and Knowledge, who must then put their Hands to the Appraisement.

An Attachment is never throughly perfected, till Bail, and Satisfaction upon Record be made, for as much as Bail may be put in to dissolve the Attachment by the Defendant, and then the Plaintiff's Charge is lost.

If an Attachment be made of Goods, among which are Trunks and Boxes under Lock and Key, it ought to be returned by the Serjeant; and the Court after four Court days will grant Judgment for opening them.

If an Attachment be made of Monies upon Bond or Obligation, the Penalty must be attached, and the Court will consider it, and after abridge it to the Principal. And thus much may serve to give a Light into these Matters, to direct Merchants and other Traders how they shall proceed this way, &c.

CHAP XX.

Of Wrecks, what may properly be held such, according to the Laws Marine and Common; with Instructions useful to Masters and Owners of Ships in Case of Wrecks, &c.

MAny being ignorant in this matter, have wrongfully sustained Damage; wherefore, to prevent it for the future, I shall give a Light into it, that may be a Guide to all whom it shall concern.

A Wreck is properly when a Ship is cast away, and no living Thing escapes to Shoar; and then those on whose Lands the Goods are cast a shoar by the Sea, ought, unless they are perishable, to keep them a twelve Month, to know if any Person will claim them; and if any do take such Goods, and, contrary to the known Laws, convert them to their own Use, they are, upon Conviction of the same, to pay Fourfold to the Owner, and as much to the King: But if the Goods are perishable, then the Sheriff, Coroner, or Bailiff, in whose Jurisdiction they are found, have liberty to sell them; But must be accountable for the Money to such Person or Persons, who can make out the Goods were theirs. And to prevent such Wrecks, as much as possible, all Fishermen, upon severe Penalties, are prohibited to Fish with Lights by Night. But if such wrecked Goods be not owned, or sued for within a twelve Month and a Day, by the Law of Oleron they fall to the King's Exchequer; and the Issue must be tryed before the Judges of Wrecks; always provided this Law do not extend to Pirates, Sea robbers, Turks, or Enemies to the Christian Faith.

If any Person unjustly detaining such wrecked Goods, shall refuse to deliver them, or make Satisfaction to the full Value, he is liable to be Imprisoned; and if the Lord's Bailiff be herein found offending, the Lord

Lord is obliged to deliver his Bailiff's Body to the Queen. And as for Custom, wrecked Goods rarely pay any; but if a Ship be cast away, and all the Goods, or the greater part of them saved, in such a Case they pay an easy Custom, as the Labour of saving them was more or less difficult; and in that case light Goods, as Silver, Gold, &c. according to Value pay less than heavy or gross Goods.

All Wrecks of Whales, or great Sturgeon, are properly belonging to the Queen, as her Due by Right of Prerogative.

There are other Kinds of Wrecks, as *Flotsam*, *Jetsam*, and *Lagan*, or *Ligan*; the first is when the Goods are found floating in the Sea, and the Ship sunk: The second when a Ship is about to sink, and endeavouring to save her, the Goods are cast overboard, but a Boy fixed to mark the place, that so possibly they may be recovered, especially such heavy Goods as sink down right.

In these Cases the Queen shall have *Flotsam*, *Jetsam* and *Lagan*; provided the Ship be lost, or the Owners of the Goods unknown: but where the Ship perishes not, they appertain to the Merchant, who upon due Proof will recover them.

These three are usually the Queen's Grant within High and Low-water Marks by Prescription, as appears by those in the Western Parts, who prescribe to have Wrecks as far as they can see an *Hamber Barrel*.

If a Ship be ready to sink, and for the Preservation of their Lives, they escape in the Boat, yet if afterwards the Ship drive into any Port, it is no Wreck; and the same if a Ship be taken by Pirates, and after, taking out the Men and Goods, they turn the Ship a Drift.

All Owners or Freighters claiming Wrecks, must make their Proof by their Coquets, Marks, or Personal Testimony upon Oath, or Books of Entry in the Custom.

Custom-house; and if any such Wrecks belong to the Queen, the Party must sue out a Commission to hear and determine by the Oaths of twelve Men, or else he may bring his Action at Law, and make his Proof by Verdict; but he must be careful it be done within a Year and a Day, or it will not lie.

All *Flotsams, Jetsams, and Ligans*, appertain by Charter to the Lord High Admiral, and if found on the High Sea, must be decided in the Court of Admiralty.

Wrecked Goods, tho' such as are prohibited are not forfeitable, by reason they were not brought in, but by the Wind and Tide, contrary to the Owner's Will, as the Law in that Case supposes.

If a Wreck happen to be by the Negligence, or Fault of the Master of the Ship, he is liable to make Satisfaction; but if otherways, the Freighters and Owners must sustain the Loss of Ship and Goods.

CHAP. XXI.

Commodities of the Growth and Manufacture of England, that may be exported, when sold at the Port where they shall be laded, at certain Rates.

ACcording to the Statute 12 Car. 2. these following Goods may be exported, when not exceeding the Rates, viz.

Gunpowder not exceeding 5 l. the Barrel; Wheat, Rye, Pease, Beans, Barly, Malt, Oats, viz. Wheat the Quarter 40 s. Rye, Beans, Malt, and Pease the Quarter 24 s. Oats the Quarter 16 s. Beef the Barrel 5 l. Pork the Barrel 6 l. 10 s. Bacon the Pound 6 d. Butter the Barrel 4 l. 10 s. Cheese the Hundred 30 s. Candles the Dozen Pound 5 s. Paying the respective Rates according as they are set down in the Book of Rates, always provided that when her Majesty sees Occasion, she may prohibit the Exportation of Gunpowder, and all other kinds of Ammunition.

CHAP.

CHAP. XXII.

The Prises of Forreign Letters, single, double, treble, and the Ounce outward or inward, &c.

AS the Posts, and the Pacquet-boats for Letters are of singular use to Merchants and all Traders abroad, so in this Book I cannot omit so necessary a thing as to set down the Prises of Letters, going and returning from beyond the Sea; as for Inland ones, their Prises are so vulgarly known, that I purposely omit them.

To Venice, Leghorn, Genoa, Naples, Messina, Rome, and other Parts of Italy, single 9 d. the Ounce 2 s. 8 d. Marseilles, Constantinople, Aleppo, and all other parts of Turkey, carriage paid at Marseilles, single 1 s. Ounce 3 s. 6 d. and for Letters brought from the said Places into England, single 8 d. Ounce 2 s.

Letters brought into England from Calis, Deip, Albaville, Bologne, St. Omer's, Amiens, Montrel, single 4 d. the Ounce 1 s.

Letters from Rouen, single 6 d. the Ounce 1 s. 6 d. Genoa, Leghorn, Rome, and other parts of Italy, by the way of Lyons, Frank pro Lyons, single 1 s. the Ounce 3 s. 9 d.

Hamborough, Collogne, Frankfort, Carriage paid at Antwerp, single 8 d. the Ounce 2 s.

Morlaix, St. Malloe's, Cane, New Haven, and places of like distance, Carriage paid at Rouen, single 6 d. the Ounce 2 s.

Letters outwards to Rochet, Burdeau, Nantes, Bayon, Towers, Orleans, and Places of the like Distance, Post paid at Paris, single 9 d. the Ounce 2 s. 8 d.

For Letters from these Places into England, single 1 s. the Ounce 4 s.

Letters outward to Noremberg, Bremen, Danzick, Lubek, Lipswick, and other Places, Post paid at Hamborough, single 1 s. the Ounce 4 s.

From *Paris*, single 9 d. the Ounce 3 s.

Dunkirk, Ostend, Ipres, Lisle, Cambray, Ghent, Bruxelles, Bruges, Antwerp, and all other Parts of *Flanders*, and all Parts of *Holland* and *Zealand*, single 8 d. the Ounce 2 s.

To *Dublin* in *Ireland*, single 6 d. the Ounce 12 d.

Note, A double Letter pays twice as much, and a treble thrice as much as a single one.

All Merchants Accompts not exceeding a Sheet, Bills of Exchange, Invoices, Bills of Lading, shall be allowed without in the Price of the Letters; and also the Covers of Letters, not exceeding a Sheet, to *Marseilles, Venice, and Leghorn*, towards *Turkey*.

C H A P. XXIII.

Of the High Court of Admiralty, and some Matters relating to its Jurisdiction and Proceedings therein, relating to Marine Affairs, &c.

HAVING spoken of many things within the Jurisdiction of the High Court of Admiralty, and others yet remaining in this Book, that depend upon it, I shall here say something of the Court it self, which may be a Light to some Merchants and others, of its Jurisdiction, Power, and Efficacy.

This High Court is held at *Doctors Commons*, in *London*, for the Decision of Maritime Causes; that is, things done *Super Mare altum*, upon the High Sea; and by the 13 R. 2. Chap. 5. it is enacted, That the Admirals and their Deputies shall not meddle with any Cause or Matter done within the Realm of *England*, but only with things done upon the Sea. And by the Statute 15 R. 2. Chap. 3. it is enacted, That the Court of Admiralty hath no manner of Cognizance, Power, or Jurisdiction of any manner of Contract, Plea, or Quarell, nor of any thing done, or arising within the Bodies of the Countreies, either by

Land

Of the High Court of Admiralty. 99

Land or by Water, and also Wrecks of the Sea; but all such manner of Quarrels, Pleas, and Contrasts, and all other things rising within Bodies of Counties, and also Wrecks of the Sea, shall be tryed, determined, discussed, and remedied by the Laws of the Land, and not before the Admiral, or his Deputy in no manner: Nevertheless of the Death of a Man, and a Mayhem in great Ships, being and hovering in the main Stream of the great Rivers, only beneath the Points of the said Rivers, and in no other place of them, the Admiral shall have Cognizance.

The Statute 27 Eliz. Chap. 11. limits the Jurisdiction of the Admiralty, viz.

All and every such of the Offences hereafter mentioned as shall be done on the Main Sea, being no Part of any Body of a County of this Realm, and without the Precinct, Jurisdiction, and Liberty of the Cinque Ports, and out of any Haven or Port, shall be tryed before the Lord Admiral.

If Goods be taken from an English Man in Spain, and the Party cannot obtain Justice there, he shall have a Writ to the Sheriff to arrest the Body of the Offender, and seize his Goods to the Value, *Regist. Origin. Fol. 129. F. N. B. 114.* so that where a Party may have Remedy at Common Law, the Admiral cannot hold Plea.

If a Charter-parr, or any other Contract, be made without any City, County, or Town of the Realm, tho' the Performance thereof be to be done and performed upon the High Sea, yet the Admiral hath no Jurisdiction, because it may be tryed at the Common Law; but where the whole is to be done *super altum Mare*, and no part of it *Infra Corpus Comitatus*, these the Admiral hath Jurisdiction; for Causes of Actions that are transitory done out of the Realm, an Action may be at Common Law; but if the Cause done beyond the Sea be Criminal or Local, then before the Constable and Marshal only.

It is no Part of the Sea, where any one may see what is done on the one side of the Water, and on the other; that is, to see from one Land to the other: for in this case the Coroner has Jurisdiction to exercise his Office; and of this, the Country may have Knowledge, 1 H. 2. Tit. Coron. 399.

If one be slain on the Sea, where a Man may see the Land on the one part and on the other, the Coroner shall enquire of this, and not the Admiral, Stanford, Lib. 1. Pl. Coram. F. 51. b.

An Action was brought against several Persons for taking a Ship in the Haven of Hull; the Mayor and Bailiff demanded Conusance by the Charter of the King granted to them, That the Citizens, and Burgessees of Hull should not be Impleaded, *Alibi de aliquibus Transgressionibus Conventimibus & Contractibus Infra Burgum, de quia Infra Burgum*; Elsewhere of any Trespasses, Covenants, and Contracts within the Burrough, &c. then within the Burrough; and the Conusance was granted, by which it appears, the Haven of Hull, where the Ship did ride, was *Infra Burgum de Hull, & Infra Corpus Comitatuum*, and determinable at Common Law, and not in the Court of Admiralty, 40 E. 3. Fitz. Conseq. 36.

A Charter-party by Deed indented was made at T. in the County of N. between J. C. of the one part, and G. H. of the other part, by which C. did Covenant with H. that a certain Ship should sail with the Merchandize and Goods of H. to M. in Spain, and there should remain by certain Days, &c. upon the Breach of which Covenant, H. brought his Action of Debt of 300 l. upon a Clause in the Charter-party, and alledged the Breach of the Covenant, for as much the Ship did not remain at M. in Spain, so many Days as were limited by the Covenant: Whereupon Issue was taken and try'd, and found for the Plaintiff, and the Arrest of Judgment was shew'd, that this Issue did arise out of a Place totally and meerly in a Foreign

A Bill of Health.

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Kingdom out of the Realm, from whence no Jury of twelve Men could come, and therefore that the Trial was Insufficient: But it was adjudged, that the Plaintiff should recover 500*l.* besides his Damages and Costs, for that the Charter party whereof the Action was made at T. within the Realm, and that the Tryal being at the same Place where the Action was brought, was sufficient, *Pasche, 28 Eliz. in Banco Regis.*

So that where Part of the Contract, or other thing is made in any Place within any of the Counties of this Realm, tho' the Performance be upon the High Sea, yet the Tryal and Determination of the whole Act belongeth to the Common Law, and is not within the Jurisdiction of the Admiralty.

And thus briefly of these Matters; and now because many Ships go abroad, and sometimes it may chance to Places infected with the Plague, to the Infection of others upon their Return, it is required for a full Satisfaction in this matter, they should bring a Bill of Health in the Ship to certify they come from, no infected Place, and carry one with them to satisfy abroad; wherefore the Form of such a Bill being useful, I shall close this Chapter with it.

The Form of a Bill of Health; or, Billa Salutis.

Omnibus Christi Fidelibus ad quos Presentes Literae, pervenirent nos Ministri serenissima Principae Domina Nostri Regina Annae, in Porto L. in Regno Angliae, salutem cum pium sit & honestum veritati Testimonium Prohibere ne Error, & deceptio praedicti ipsum opprimat cumq; navis Nuncupata A. de L. cujus Naclerus sub Des est C. G. quae jam parata est Discedere & abhinc Deo volente ad M. & alia Loca Transmarina cum hominibus in Eadem Nave Appallare hinc est quod Universitatis nostra tenere praesentium Innotescimus Fidemque; Indubitata facimus quo

The Dealer's Treasury.

*In Deo optimo Maximo summa Laus attribuitur in hoc
Dilecto Portu nulla Pests Plaga nec Morbus Aliquis Pericu-
losus aut contagiosus, ad presens existit in cuius rei Testi-
monium sigillum Officii nostrum apponi fecimus Datum hoc
in Regia Teloni dicti Portus V. Primo Junii, Anno Regni
Reginae Annae Primo Annoq. Dom. 1702.*

Testes

L. G.

L. C.

C H A P. XXIV.

*Of Factors and Factorage; how they stand accountable to
Merchants, and their Premio, &c. being a ready
Guide to young Factors or Merchants.*

A Factor ought to be a skillful Man in knowing
the Goodness and Value of Wares; diligent
to enquire how Prices of Goods are in those Places
they are appointed to; and indeed in every thing that
belongs to Merchandisery, least for want of such
Knowledge and good Intelligence, they being over-
reached, Endamage themselves, and those that em-
ploy them: And therefore usually such as have been
bred up under Merchants, or having merchan-
dised themselves, are fallen to Decay, are employed
as such.

This Factor is no other than a Servant created or
constituted by the Merchant's Letter who employs
him, thereby being empower'd to buy and sell Goods;
and to that end receives a Salary called Factorage, or
Commission, for his Care and Pains in the Premises,
yet is not to run any Risk, or Hazard, if the Goods be
lost, unless by his own Carelessness or Neglect, or goes
contrary to his express Orders, nor if any bad Debt
happen is he liable to pay them; except he does con-
tract them on his own Head, contrary to the Mer-
chant's

chant's Appointment, or his Order, and it is apparent they are lost by his Wilfulness, or supine Neglect; and in any of these Cases, if he proceeds contrary to the Order of him that employed him, he is responsible; for briefly, he is a Servant in great Trust, and ought to be of as great Fidelity, Diligence, and Honesty.

First then a Factor or ought to be very careful in his Enterries, for if he enters false Goods, or makes not a true Entry, and the Merchant's Goods become thereby seizable, the Loss will lie upon the Factor; and as much care he ought to take in not Shipping prohibited Goods, especially without Order, for if they be seized inward bound, he is Responsible for so much Loss or Damage as shall accrue thereby to the Merchant. He is accountable for all such lawful Goods as come safe to his Hands; and if the Merchant sends Orders he shall not sell Goods mentioned in his Orders, or in general, but at ready Money, or for such Commodities as is specified, and he breaks these Orders, he is liable to the Loss or Damage that may be sustained thereby, in case Goods bought or exchanged without order, it is at the Merchant's Curtesie whether he will receive them or turn them on his Factor's Hands; for it is presumed, the Merchant being upon the Place, better knows what will sell here, by his often being on the Change, where, and by other means, he understands the Rise and Fall of Goods, or how it is likely to be, than his Factor who is absent.

Some Orders in this case run general, and it is left to the Factor to make the best of what is sent him, and free leave given him to buy or exchange as he sees most for the Advantage, or conceives it so to be, of him that employs him, limiting to nothing, but leaves to the Factor Price, Time, Quantity, and Quality; and this is called *Ordere Libere*, or a General Order; and in this case no Damage sustained can lie on the

the Factor, unless it be proved he knavishly, maliciously, or designedly, for his own Gain, or any other sinister Ends, has imposed on the Merchant, and not done his true Endeavour to the best of his Skill.

He must moreover be very diligent and careful in observing the Contents of all Letters written to him by him that employs him, or his Order, and return speedy and suitable Answers to the Particulars of each Letter; and bend his Study to learn the Value, Rise, and Fall of Commodities, as far as is in his Power, at well here, as abroad; also the most proper Seasons of buying and selling, slipping no Opportunity for Advantage; this is called a continual begetting of Business, which by frequently sending Letters to the Merchant here, puts him in Mind of things he otherwise might be ignorant of, and so to send fresh Orders; and by this means a continual Trade may be kept on foot: And this way of frequent Writing will gain a Factor not only the Profit he intended, but the Character of an ingenious industrious Man, and even raise his Credit to that degree, that Merchants will strive to employ him in their most weighry Affairs.

When a Factor has bought Goods, it is the best way to ship and send them away with the first Opportunity, or quickly give Advice of their being bought, lest the Order be contradicted, and so a Quarrel or Misunderstanding may arise, and the Merchant may, if he likes them not, pretend the Goods could not be bought at the time, because he had no Advice. And the like he must do for Goods sold, lest any Accident happens: And so when he has shipped Goods, he must always be careful to give the speediest Advice, and if possible send a Bill of Lading; and in Advice he must take care to whose Account Goods are shipped, or received, for many Accidents may happen to the Disreputation of a Factor, or to his Damage, if he be not very careful in all things that

concerns him; and particularly be diligent in keeping true and exact Account of all Merchandize that comes to his Hand, or are sold, bought, or shipped, and of all Letters and Orders, for his own Justification, if need at any time require it, as consequently it will.

¶ Note further, A Factor must be careful in what he receives, yet if the Merchant puts any thing upon him that is counterfeit, or bad, and by the Orders he receives he sells them for true, or at a valuable Price, being so deceived, or constrained by his Orders, if he thereupon be imprisoned, or suffer Damage, the Merchant is responsible to him for Satisfaction; of which I shall for a further Confirmation of this, give the Particulars of a tryed Case, viz.

One *How* here having three Counterfeit Jewels, and having a Factor in *Barbary*, where knowing one *Mr. Southern*, a Merchant, was resident on the Place, he nevertheless consigned those Jewels to his Factor, who procured *Mr. Southern* to sell them to the King of *Barbary* for the Value of 800 *l.* the Factor assuring, as he had received in his Orders, that they were right: But after proving the contrary, not being worth above 100 *l.* *Southern* having before the Discovery delivered the Money, and he returned it to *How*, the King in a rage caused *Southern* to be imprisoned, where he suffered many Hardships, and well it was he 'scaped with his Life; but upon repaying the 800 *l.* he was discharged; when returning to *England*, he brought his Action against *How*, and upon Verdict obtained Judgment for Costs, and so much as he was damnified by his Imprisonment, and Loss of his Business on that Account.

Now I doubt not but all who are, and have been Factors abroad, know very well what the *Premio*, or Reward of their Care and Industry is, at the several Places where they reside as Factors; notwithstanding for the Encouragement, and to satisfy such young Ones,

Ones, and others as in time may take this kind of Genteel Employment on them, I only shall briefly touch such, that

The Satisfaction that Factors have for their Care and Industry in buying and selling, is called Commission, or Factorage, which is done or agreed on at several Prises, according to the Custom of the Country, in the several Places where they reside as Factors: In some Countries they have 8 and 10 per Cent. as at *Virginia, Barbadoes, Jamaica*, and so in most of the Western Parts: At other Places two and half per Cent. as generally thro' all *Italy*: two per Cent. as in *France, Portugal, Spain, &c.* One and a half per Cent. in *Holland*, and other Places near at hand: and indeed the Generality taken thro' *Europe* is two per Cent.

And this may well suffice to give the young Factor, or he that designs to be such, an Insight and Caution that he may see and know in things very material, how to begin and improve in time to his great Credit and Reputation. And having done with this Head, I shall now proceed to other useful Matters.

C H A P. XXV.

Choice Directions for keeping Books of Account, in for placing things properly, for preventing Mistakes, and seasonable Advice on several Occasions, &c.

I Will not undervalue the Understanding of any young Merchant or Trader, to imagine he is ignorant what Books are usual and proper for keeping and stating his Credits and Debts, also how they ought to be ruled and alphabeted, because these things are usually done ready to their Hands by the Stationer; yet there being some nice Points to be considered, in preventing any Mistakes in Merchandizing, &c. in Overights in other Trading, but that the Account may be always carried even and far, with a ready and right Understanding, I think it not amiss, for the

better Accomplishment of this Work, to set them down briefly, viz.

Every Account employs a Debtor and a Creditor; the former is the Person owing, or the thing from which somewhat is due; the latter is the Person, or thing to whom that Due appertains; or thus:

It is the taking away from one, to put or place to another; because there is nothing done in the way of Commerce, or Dealing between Man and Man, but there is the Charging of one Debtor, to the Discharging of another Creditor; so consequently where there is a Debtor, there must be of necessity a Creditor; and to order these things, take your Rule by the following Aphorisms.

1. At the beginning of Merchandizing or Trade, whatsoever a Man hath is Debtor to the Stock.

2. Stock ~~is~~ to whomsoever Man oweth any thing.

3. In continuance of Trade, when Goods are bought for Time, the Account of Goods is Debtor, and the selling Man is Creditor.

4. When Goods are bought for ready Money, the Account of Goods bought is Debtor, and the Cash for the Money paid is Creditor.

5. When Goods are sold for Time, the buying Man is Debtor, and the Goods sold are Creditor.

6. When Goods are sold for ready Money, Cash is Debtor, and Goods is Creditor.

7. When Money is received of any one, make the Account of Cash Debtor, and the paying Man Creditor.

8. When you pay Money to any Person, make the Receiver Debtor, and the Accounts of Cash Creditor.

9. When any Loss happens by Goods or Persons any where, make the Account of Profit and Loss Debtor, and the Goods or Party by whom the Loss arises Creditor.

10. But observe to set down in the foregoing the contrary, when any Gain happens.

11. In Ballancing any Accompt, if Debtor, or left Hand side exceed the Credit, then the Account is Creditor by Ballance; but if the Credit on the right-Hand exceed, then the Account is Debtor to Ballance. And

Note. By the way, that the Book of buying, and the Book for selling Goods, constitute but one Account together, the Paying Book being for the Debtor's side of the Account, and the Selling Book for the Creditor's side.

12. If you have at any time a Bill of Exchange remitted at double or single Ufance, &c. you must debit Bills of Exchange remitted, there being an Accompt so called, and credit the Man for the Money he did remit; and the reason is, the Remittor must be made Creditor; and indeed it is a very great Error in those that affirm the Remittor is not to be credited until the Money is received, for the Remittor must have Credit as soon as the Bill is accepted. But Cash cannot be made Debtor, because it does not receive any Money into it, till the time limited in the Bill, so that the Account is set up, and here is upon this a true sight of all the Bills you have standing at any time, without going to the Bill-book.

13. When the Money upon the Bill is received, then you must make Cash debtor, and credit the Accompt before mentioned of Bills of Exchange remitted, because Cash hath the Money, and this Accompt of Bills of Exchange hath discharged its Trust; but if a Bill of Exchange be remitted to pay at sight, then it varies, for Cash is Debtor, and Credit the Remittor.

14. If a Man draw a Bill of Exchange upon you at sight, make the Man Debtor, and the Cash Creditor, because you presently disburse the Money; but if it be drawn for time, then Debt the Man, and Credit the Accompt of Bills drawn, as you did an Accompt of Bills remitted, by reason you must Debt the Man, and cannot Credit the Cash, because you do not pay it, but you may have Credit-bills drawn, and when that Bill becomes due, debt Bills drawn, and Credit.

15. If you have sold Goods to any, and he comes for Damage to have an Abatement, then debt the Accompt of those Goods, and credit the Man the Goods were sold to, if they be your proper Goods you so dispose of; or if the Goods were all sold, and you had put the Accompt in Books, and carried the Profit or Loss to its proper Place,

then must you make Profit and Loss Debtor, and Credit the Man; that is, to have the Allowance made him: but if it were for the Accompt of another Man, and he had that Accompt sent him before, then you must make the Man's Accompt current Debtor, and credit the Accompt of the Party who is to have the Allowance made him.

16. If you have Allowance of any one of whom you have bought Goods, you must make that Man Debtor, and the Accompt of Goods bought Creditor; or if they are another Man's Accompt, then must you make the Accompt of that Man Credit, by the former Man that did make the Allowance.

17. If you buy Goods for your own Accompt of any Man, you must frame an Accompt for those Goods, and make them Debtor, and the Man you bought them of Creditor, specifying the Length, Number, Price, Quality, and Particulars, also what they amount to, with the time they were bought for.

18. If on the same Day you buy Goods of two or three Men, on your own Accompt at Time, you must then make the Goods Debtor to the several Accompts, and those Accompts must be the Men you bought them off; and this avoids making several Parcels in the Journal; but if you buy for ready Money, then debt the Goods, and credit the Cash, because the Goods are in Possession, and the Money paid out of Cash.

From these useful Matters I proceed to close this Section with Directions how readily to examine your books, if they do not ballance.

(1.) Examine your Journal against your Wast-book, and perceive if that agrees.

(2.) Examine the Journal, and see if the Additions of the inside Column stand right, and that they come up to the Sum in the Margent.

(3.) Prick over your Ledger against your Journal, to try if each Parcel be truly posted in the Ledger, out of the Journal, and put at the end of each Line in the Ledger this Mark : or any other you fancy, with a red or black Lead-pencil.

(4.) Examine your Ballance-sheet if the Credit be not placed for the Debt.

(5.) Re-examine each Folio in the Ledger, to know if there be no Errors in their particular Ballances, in those Additions and Substractions.

(6.) Re-examine each Accompt, tho' it stands ballanced in the Ledger, to find if it be true, for many times a Fault escaping, puts all out of order.

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(7.) Examine the Examining-marks in the Ledger before mentioned; to know if any Parcel be not marked, and if so, what the reason is.

In this doing with Caution, and narrow Circumspection, you cannot fail with much Ease to find where the Mistake or Fault lies, by which you might otherways be puzzled; and make a tedious Trouble of that which this way will come easie to Light, and your Books come out even in the Balance-sheet; for all that is in Books, is no more than dividing an entire Sum into many Parts, which at last must all come to the same End.

As for Example :

$$\begin{array}{r} 32 \text{ divided it thus,} \\ \begin{array}{r} 9 \\ 17 \\ 6 \\ \hline 32 \end{array} \end{array}$$

When added up is

And by having adue Regard and Circumspection, many Pounds may be saved, that by Oversight or Dis-regard might be lost, or postponed; so that the whole cannot but be well laid out; and this likewise to Merchants, Cashiers, Accomptants, and Factors, will gain the Repute of careful and industrious Men, and such as are fit for that weighty Employment.

C H A P. XXVI.

Of Weights and Measures of divers Nations traded to by Merchants; and how they differ, or vary, by which it may be known how they agree or stand in Par with ours.

IN this Chapter or Section I shall speak briefly of Weights and Measures of our own, and other Nations, and some other useful things.

Weights are various as the Customs of the Countries are, and differ thereaccording to the Nature of the Commodities sold by them; as at *Aleppo* some are weighed by the *Ratal* of 680 Drams, others by that of 700, and some again by that of 720.

In *England* Raw Silk is weighed by the Pound of 24 Ounces, whereas others are weighed by that of 16 Ounces, as that of *Averdupois*, and 12 Ounces, as that of *Troy Weight*; again, they are found to vary in respect of their greatness, some being weighed by Hundreds, some by *Cantrains*, *Quintals*, *Tallents*, *Thousands*, *Cahars*, *Weights*, *Rounds*, *Stones*, *Shiponds*, *Lisponds*, *Candils*, *Charges*, *Peculs*, and the like; and these are reduced into lesser Weights, as *Quintals*

ters, Pounds, Mounds, Batemans, Wefno's, Rotaloes, Sears, Miria's, Catees, Loderoes, Barotes, Oaks, &c.

There are moreover a lesser sort of Weights made out of these, as Ounces, whereof 12, 14, 16, 20, 24, and 30 do, according to the Custom of the Country, or Trading Port, make a Pound Weight; and these are reduced to Drams, Scruples, Oboloes, Carats, and Grains, so that the greatest do contain the lesser parts.

The like Variations are also in Measures, as in London, the Yard is used for Silks, Woollen Cloath, Stuffs, &c. and the Goad for Frizes, Cottons, and the like; which in several other Countries is also observed, only giving Diversity of Names to their Measures, as the Yard, Ell, Goad, Fathom, Cane, Aulne, Brace, Pico, Stick, Palme, Vase, Covado, &c. and because the Merchants trading in Transmarine Parts found it defective, for the more Perfection they invented the Art of Concave Measures, serving for all Dry and Liquid Commodities, as, Wine, Oil, Grain, and the like.

CHAP. XXVII.

A Table, or Account of Forreign Gold and Silver Coins, and their Pound reduced into Ounces, Grains, &c. for the Improvement of Knowledge in young Factors and others that deal abroad.

Such Grains or Parts of English Standard for Gold and Silver, or of the Troy Weight, as the <i>Denarius Consularis</i> , contains 62 Grains, according to the Weight of the best Coins, or according to the Weight of the Congeus of <i>Vespasian</i> .	Grains
The antient and mordern Roman Ounce contains	438
The antient and mordern Roman Pound of 12 Ounces to the Pound, contains	5256
The Troy or English Ounce contains	480
The Troy, or English Pound Standard of Gold and Silver, at 12 Ounces to the Pound, contains	5760
The Spanish Pound for Gold or Silver, of 16 Ounces, at <i>Gibraltar</i> , contains	7090
Also there is another Pound which contains	7085
The Spanish Ounce at <i>Gibraltar</i> , the Pound consisting of 7090 Grains English, contains	443 $\frac{1}{2}$
The <i>Florence</i> , <i>Legorn</i> , or <i>Pisa</i> Pound, or Standard for Gold or Silver, consisting of 12 Ounces, contains	5286
The <i>Legorn</i> , <i>Florence</i> , and <i>Pisa</i> Ounce, contains	440 $\frac{1}{2}$

The

The <i>Paris</i> Pound, or Standard for Gold and Silver, consisting of 16 Ounces, contains	75
The <i>Paris</i> Ounce contains	472
The <i>Venetian</i> Pound, or Standard for Gold and Silver, consisting of 12 Ounces, contains	552
The <i>Venetian</i> Ounce contains	460
The <i>Sienna</i> Pound, or Standard for Gold and Silver, consisting of 12 Ounces, contains	517
The <i>Sienna</i> Ounce contains	431
The <i>Neopolitan</i> Pound, or Standard for Gold and Silver, consisting of 12 Ounces, contains	495
The <i>Neopolitan</i> Ounce contains	412
The <i>Geneva</i> Pound, or Standard for Gold and Silver, consisting of 12 Ounces, contains	486
The <i>Geneva</i> Ounce contains	450
The Oak of <i>Constantinople</i> , consisting of 400 Silver Drams, contains	1912
The Silver Dram generally used throughout the Grand Signior's Dominions, as likewise in <i>Persia</i> and the Great <i>Mogul's</i> Country, contains	474
The Turkish Sultain, or Egyptian Sheriff, with which the Venetian and <i>Barbary</i> Chequin, as also <i>Noremburg</i> Ducate (which is about a Grain more or less) doth agree, contains	53
The Rotulo of <i>Grand Cairo</i> in <i>Egypt</i> , for Gold and Silver, consisting of 144 Drams, contains	6886
The Rotulo of <i>Damascus</i> , consisting of 720 Drams for Silk, contains	34430

And by this you may perceive the Variation in the Weights of this Nature, and so make your Exchanges according: And now because there are somethings relating to Weight as to Goods, which is somewhat a Nicety, and not well understood by every one that buys, I shall in the following Section set them down in order.

C H A P. XXVIII.

The Merchant or Trader's Directions in Marking Goods, &c. also of Tare, and the Difference between Gross and Net Weight, Tret, Discount, or Abatement on Prompt Payment, &c.

ALL Dealers in Merchandize especially must be careful in the Marks or Ciphers on their Goods, also the Numbers, for preventing Mistakes, and then if a Mistake happen, it may be the sooner rectified; or if Damage, the Party may know where to have his Reparation; for I hold setting another Man's Mark to that which the Party that

as it has no Right, but designedly does it to set a better
 75 100 on his Goods, is very Unfair, and next to a Cheat, be-
 472 sides the Damage it may bring.

As for Tare, it signifies the Weight of the Cask,
 552 Peaking - cloath, or Chest, over and above the Neat
 160 Goods they contain, which in most Cases is to be ex-
 178 empted, especially in Goods of Value, according to Rea-
 311 son and the Custom of Trade, and an Abatement made
 proportionably as it is marked, if any Mark be set, or as the
 950 Casks, Chests, or Wrappers shall weigh, when empty, or
 12 another of like Proportion weighed against any of them,
 866 &c. and this in the Invoice is called Tare, signifying that the
 50 Weight has been considered before the Goods were put up.

Divers Goods there are that hold this at a certain Esti-
 012 mate, especially Tobacco, for according to the hundred
 41 Weight a Hoghead is reckoned.

There is likewise a distinction in weighing between that
 3 called Neat Weight, and that called Gross and Suttle, for
 between Gross and Neat is an Allowance for Tare, as like-
 50 wise Loss and Damage, the Draughts being also consider'd
 and comprehended, a Pound in these Cases being allowed
 to every hundred Weight.

The Difference between the Suttle and Gross Hundred,
 86 is 12 Pound, the first being only accounted 100, the latter
 430 112 Pounds, and is called the Great Hundred, as the other
 the is the Small Hundred.

To Freeman of London, there is further an Allowance,
 200 called Tret, which is 4 Pounds in every 104 l. given thro'
 the Custom by the Seller, unless the Bargain be made on the
 20 contrary, wherein no Tret is to be allowed, by reason
 10 of the Cheapness of the Commodity agreed for.

To find the Tret, having substracted the Tare from the
 100 Gross, bring the Remainder into Pounds Suttle, which
 when you have divided by 26, you will find the Quoti-
 100 ent is the Tret to be allowed in the whole, which subduct
 from the Pounds Suttle, and the Remainder is the neat, or
 clear Weight.

In Case of Bargaining it often happens Goods are sold
 for Time, and the Seller notwithstanding, wanting present
 Money, the Buyer is content to lay it down, if he may
 have an Abatement, when the Bargain is made, which is
 called Discount, and is generally after the Rate of 6, 8, or
 10 per Cent. for so much Time, or as can be agreed on be-
 100 tween the Parties, and this is many times usual, and may
 be easily cast up as the Sum and Credit allowed on Time
 upon Bargaining is, and by this way the monyed Men that
 are

are hard Buyers, and great Dealers, get more in a Year than keeps their Families.

CHAP. XXIX.

A brief Account what Vellum, Paper, or Parchment Writings ought to be Stamped, and of the Additional Duty to the former Acts making it Double, but what is herein excepted with Penalties, and other things needful to be known.

BECAUSE many Obligations and Writings before and hereafter to be recited, in Manner and Form require to be Stamped, pursuant to an Act of Parliament in that Case made and provided, and an other additional Act, being made in the 9th and 10th of William the Third, That there shall be paid to His Majesty, His Heirs and Successors for ever, over and above all other Duties, the Sums following, viz. For every Skin or Piece of Vellum, or Parchment, or Sheet or Piece of Paper, on which there shall be Ingrossed, or Written any Writing that ought to be Stamped: I shall here set down Particulars therein mentioned, to prevent Mistakes, or incurring Penalties.

- (1.) Any Grant under the Great Seal, or Duchy of Lancaster of any Honour, Dignity, Promotion, Franchise, Liberty, or Privilege, or Exemplification for the same, except Commissions of Rebellion in Process, 40 s.
- (2.) Any Pardon, except the general Circuits and Newgate Pardon, Warrant of Reprieve, Relaxation from Fines, Corporal Punishments or Forfeitures, 40 s.
- (3.) Any Grant of Money above 100 l. under the Great or Privy Seal, any Grant of Office or Employment above Fifty Pounds *per Annum*, Grant, Lease in Fee, or Lease for Years, or other Grant for Profit under the Great Seal, Exchequer, Duchy of Lancaster, or Privy Seal only, 40 s. each.
- (4.) Any Presentation, Donation, Collation, Dignity, or Spiritual or Ecclesiastical Promotion of 10 l. *per Annum*, or above in the King's Books, 40 s.
- (5.) Any Dispensation for two Ecclesiastical Dignities or Benefices, or other Dispensation or Faculty, 40 s.
- (6.) Any Admittance of a Fellow of the College of Physicians, or any Attornies Clerk, Advocate, Proctor, Notary or other Officer in any Court, 40 s. But this last not to extend to any small Officer in Corporations, or inferiour Courts, whose Office is under 10 l. *per Annum* in the whole.
- (7.) An Appeal from the Court of Admiralty, Arches, or Prerogative of Canterbury, or York, 40 s.
- (8.) Any Exemplification under the Seal of any Court, 5 s.
- (9.) Any Decree or dismissal in Chancery, Exchequer, dutchy

Dutchy of Lancaster, Palatine of Chester, Durham and other Courts of Equity, 6 d. (10.) Any Institution, or License under the Seal of an Arch-bishop, Bishop, Chancellor, Ordinary, or Ecclesiastical Court, 5 s. (11.) Any Writ of Error, *Certiorari*, or Appeal, except to the delinquents, 5 s. (12.) Any *Significavit pro Corpore Deliberat*, 5 s. (13.) Any Sentence, Attachment, or Relaxation in Admiralty, or Cinque Ports, 5 s. (14.) Any Letter of Mart, 5 s. (15.) Any Probate of Wills or Administration, above 20 l. Value, 5 s. (16.) Any Recognizance, Statute Staple, or Statute Merchant, 5 s. (17.) Any Record of *Nisi prius* or *Posses*, 2 s. 6 d. (18.) Any Judgment, signed by any Officer of the Courts at Westminster, 2 s. 6 d. (19.) Any Commission out of the Ecclesiastical Courts, 2 s. 6 d. (20.) Any Warrant, Motion, or Personal Decree in the Courts of Admiralty, or Cinque Ports, or Beneficial Warrant, or Order, and the Sign Manual, except for the Navy, Army and Ordinance, 2 s. 6 d. (21.) Any Special Bail, or Appearance, 1 s. (22.) Any Bill, Answer, Replication or Rejoinder, Interrogatories, depositions, or other Pleadings in Chancery, Exchequer, Dutchy, and Palatine Courts, and other Courts of Equity, 1 s. (23.) Any Admission into a Corporation, or Company, the University, Inns of Court and Chancery, 1 s. (24.) An Affidavit, except for Burying in Woollen, or before the Officers of the Customs, Justices of the Peace, or Commissioners of Taxes, *Ex Officio*, 6 d. (25.) Any Copy of such Affidavit 6 d. (26.) Any Indenture, Lease, or deed Poll, except for Binding poor Parish Children Apprentices, 6 d. (27.) Any Original Writ, except where *Capias* issues, Subpoena Bill of Middlesex, *Lattitat* Writ of *Capias* *Quominus Ded. Potestatem*, or other Writs, Processes, or Mandates where the debt, damages, or demands is of 40 s. or above, except for Levying Fines, Suffering Common Recoverys, and *Habeas Corpus* Writs, 6 d. (28.) Any common Appearance, 6 d. (29.) Any Rule or Order of Court at Westminster, 6 d. (30.) Any Copy of such Rule, or Order, Record, or other Proceedings, 6 d. (31.) Any Citation, Motion, Libel, Allegation, deposition, Answer, Sentence, Final Decree or Inventory, in Ecclesiastical Courts, Courts of Admiralty, or Cinque Ports, or Copies thereof, 6 d. (32.) Any Charter-Party, Policy of Assurance, Passport, Bond, Releases, Contract Obligatory, Instrument, Protest, Procuration, Letter of Attorney, or Notarial Act, 6 d. (33.) Any Depositions (except the Draughts thereof before Ingrossed) Copies of Bills, Answers, Pleas, Demurrers, Replications, Rejoinders, Interrogatories, depositions, and other

other Proceedings in Courts of Equity, and Copies of Wills, 1 *s.* And all Vellum, Parchment, and Paper, where the duties are double till the 1st of August, 1706, shall after the 1st of August, 1698, be stamped with two Marks, to denote both duties, unless such things as by the former Acts shall remain liable to the single duty only; namely, every Skin, &c. on which there shall be Ingrossed, or Written. (35.) Any general Circuit or Newgate Pardon, 40 *s.* only. (36.) Any Register, Entry, Testimonial, or Certificate of degrees in the University, or Inns of Courts, Bachelors of art excepted, 40 *s.* only. (37.) Any Conveyance, Surrender of Grant, or Offices, Release, or other deed Inrolled, 5 *s.* only. (38.) Any License or Certificate for Marriage, 5 *s.* only. (39.) Any Writ for levying Fines, or suffering Recoveries, or Habeas Corpus, 5 *s.* only; all which, till the 1st of August, 1706, shall be stamped with one Mark only, according to the former Acts, and all things herein before charged, shall after the last day of July, 1706, before the Ingrossing, or writing thereof, be brought to the Head Office to be stamped with one Mark. (40.) If any Person Write or Ingross any thing, as aforesaid, before it be so stamped, or stamped with the Lower Duty than is payable by this, and the former Acts, he shall forfeit 10 *l.* and any Clerk, Officer, or Person in Publick Office, who shall make, ingross, or write any Records, deeds, Instruments, or Writings, charged as aforesaid, without being stamp'd, or stamped with a Lower duty, shall besides the 10 *l.* forfeit his Office, and if an Attorney, he shall be disabled to Practice, and any other Person offending therein shall forfeit for every such deed or Writing, 10 *l.* over and above the duty, and no such Record or Writing, &c. shall be pleaded, or given in Evidence till the duty, and Penalty be paid, and to be stamped with the proper Mark. (41.) Any Person who shall Counterfeit any of the said Stamps, Marks or the Impressions of the same, or shall vend any Vellum, Parchment, or Paper with such Counterfeit Marks, shall be guilty of Felony, and have no Benefit of Clergy allowed him, and suffer pains of death accordingly. (42.) Persons admitted to defend, or sue in *Forma Pauperis*, shall not be liable to the said duties. (43.) This Act shall not extend to charge any Letter Patents for Collecting any Charitable brieves, nor shall such brieves, be double stamped.

Note, This only refers to the last Act for Stamps, &c. and therefore what is not mentioned herein to the contrary, must be accounted double Price, and so you join the first Act.

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

Numb.	1 Farthing				2 Farthings				3 Farthings			
	l.	s.	d.	q.	l.	s.	d.	q.	l.	s.	d.	q.
1	0	0	0	1	0	0	0	2	0	0	0	3
2	0	0	0	2	0	0	1	0	0	0	1	2
3	0	0	0	3	0	0	1	2	0	0	2	1
4	0	0	1	0	0	0	2	0	0	0	3	0
5	0	0	1	1	0	0	2	2	0	0	3	3
6	0	0	1	2	0	0	3	0	0	0	4	2
7	0	0	1	3	0	0	3	2	0	0	5	1
8	0	0	2	0	0	0	4	0	0	0	6	0
9	0	0	2	1	0	0	4	2	0	0	6	3
10	0	0	2	2	0	0	5	0	0	0	7	2
20	0	0	5	0	0	0	10	0	0	1	3	0
30	0	0	7	2	0	1	3	0	0	1	10	0
40	0	0	10	0	0	1	8	0	0	2	6	0
50	0	1	0	2	0	2	1	0	0	3	1	2
60	0	1	3	0	0	2	6	0	0	3	9	0
70	0	1	5	2	0	2	11	0	0	4	4	2
80	0	1	8	0	0	3	4	0	0	5	0	0
90	0	1	10	2	0	3	9	0	0	5	7	2
100	0	2	1	0	0	4	2	0	0	6	3	0
200	0	4	2	0	0	8	4	0	0	12	6	0
300	0	6	3	0	0	12	6	0	0	18	9	0
400	0	8	4	0	0	16	8	0	1	5	0	0
500	0	10	5	0	1	0	10	0	1	11	3	0
600	0	12	6	0	1	5	0	0	1	17	7	0
700	0	14	7	0	1	9	2	0	2	3	9	0
800	0	16	8	0	1	13	4	0	2	10	0	0
900	0	18	9	0	1	17	6	0	2	16	3	0
1000	1	0	10	0	2	1	8	0	3	2	6	0
2000	2	1	8	0	4	3	4	0	6	5	0	0
3000	3	2	6	0	6	5	0	0	9	7	6	0
4000	4	3	4	0	8	6	8	0	12	10	0	0
5000	5	4	2	0	10	8	4	0	15	12	6	0
10000	10	8	4	0	20	16	8	0	31	3	0	0

Accounts ready cast up for buying or selling any Commodity by Number, Weight or Measure.

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	1 Penny			2 Pence			3 Pence		
	l.	s.	d.	l.	s.	d.	l.	s.	d.
1	0	0	1	0	0	2	0	0	3
2	0	0	2	0	0	4	0	0	6
3	0	0	3	0	0	6	0	0	9
4	0	0	4	0	0	8	0	1	0
5	0	0	5	0	0	10	0	1	3
6	0	0	6	0	1	0	0	1	6
7	0	0	7	0	1	2	0	1	9
8	0	0	8	0	1	4	0	2	0
9	0	0	9	0	1	6	0	2	3
10	0	0	10	0	1	8	0	2	6
20	0	1	8	0	3	4	0	5	0
30	0	2	6	0	5	0	0	7	6
40	0	3	4	0	6	8	0	10	0
50	0	4	2	0	8	4	0	12	6
60	0	5	0	0	10	0	0	15	0
70	0	5	10	0	11	8	0	17	6
80	0	6	8	0	13	4	1	0	0
90	0	7	6	0	15	0	1	2	6
100	0	8	4	0	16	8	1	5	0
200	0	16	8	1	13	4	2	10	0
300	1	5	0	2	10	0	3	15	0
400	1	13	4	3	6	8	5	0	0
500	2	1	8	4	3	4	6	5	0
600	2	10	0	5	0	0	7	10	0
700	2	18	4	5	16	8	8	15	0
800	3	6	8	6	13	4	10	0	0
900	3	15	0	7	10	0	11	5	0
1000	4	3	4	8	6	8	12	10	0
2000	8	6	8	16	13	4	5	0	0
3000	12	10	0	25	0	0	37	10	0
4000	16	13	4	33	6	8	50	0	0
5000	20	16	8	41	13	4	62	10	0
10000	41	13	4	83	6	8	95	0	0

The Quantity of the Commodity to be bought or sold.

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	4 Pence.			5 Pence.			6 Pence.		
	l.	s.	d.	l.	s.	d.	l.	s.	d.
1	0	0	4	0	0	0	0	0	6
2	0	0	8	0	0	10	0	1	0
3	0	1	0	0	1	3	0	1	6
4	0	1	4	0	1	8	0	2	0
5	0	1	8	0	2	1	0	2	6
6	0	2	0	0	2	6	0	3	0
7	0	2	4	0	2	11	0	3	6
8	0	2	8	0	3	4	0	4	0
9	0	3	2	0	3	9	0	4	6
10	0	3	4	0	4	2	0	5	0
20	0	6	8	0	8	4	0	10	0
30	0	10	0	0	12	6	0	15	0
40	0	13	4	0	16	8	1	0	0
50	0	16	8	1	0	10	1	5	0
60	1	0	0	1	5	0	1	10	0
70	1	3	4	1	9	2	1	15	0
80	1	6	8	1	13	4	2	0	0
90	1	10	0	1	17	6	2	5	0
100	1	13	4	2	1	8	2	10	0
200	3	6	8	4	3	4	5	0	0
300	5	0	0	6	5	0	7	10	0
400	6	13	4	8	6	8	10	0	0
500	8	6	8	10	8	4	12	10	0
600	10	0	0	12	10	0	15	0	0
700	11	13	4	14	11	8	17	10	0
800	13	6	8	16	13	4	20	0	0
900	15	0	0	18	15	0	22	10	0
1000	16	13	4	20	16	8	25	0	0
2000	23	6	8	41	13	4	50	0	0
3000	50	0	0	62	10	0	75	0	0
4000	66	13	8	83	6	4	100	0	0
5000	83	6	4	104	3	8	125	0	0
10000	166	13	4	208	6	0	250	0	0

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

Numb.	7 Pence.			8 Pence.			9 Pence.		
	l.	s.	d.	l.	s.	d.	l.	s.	d.
1	0	0	7	0	0	8	0	0	9
2	0	1	2	0	1	4	0	1	6
3	0	1	9	0	2	0	0	2	3
4	0	2	4	0	2	8	0	3	0
5	0	2	11	0	3	4	0	3	9
6	0	3	3	0	4	0	0	4	6
7	0	4	1	0	5	8	0	5	3
8	0	4	8	0	6	4	0	6	0
9	0	5	3	0	7	0	0	7	9
10	0	5	10	0	8	8	0	8	6
20	0	11	8	0	13	4	0	15	0
30	0	17	6	1	0	0	1	2	6
40	1	3	4	1	6	8	1	10	0
50	1	9	2	1	13	4	1	17	6
60	1	15	0	2	0	0	2	5	0
70	2	0	10	2	6	8	2	12	6
80	2	6	8	2	13	4	3	0	0
90	2	12	6	3	0	0	3	7	6
100	2	18	4	3	6	8	3	15	0
200	5	16	8	6	13	4	7	10	0
300	8	15	0	10	0	0	11	5	0
400	11	13	8	13	6	8	15	0	0
500	14	11	4	16	13	4	18	15	0
600	17	10	0	20	0	0	22	10	0
700	20	8	4	23	6	8	26	5	0
800	23	6	8	26	13	4	30	0	0
900	26	5	0	30	0	0	33	15	0
1000	29	3	4	33	6	4	37	10	0
2000	58	6	8	66	13	8	75	0	0
3000	87	10	0	100	0	0	112	10	0
4000	116	13	8	133	6	0	150	0	0
5000	145	16	4	166	13	0	187	10	0
10000	291	13	8	332	6	0	375	0	0

The Quantity of the Commodity to be bought or sold.

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	10 Pence.			11 Pence.		
	l.	s.	d.	l.	s.	d.
1	0	0	10	0	0	11
2	0	1	8	0	1	10
3	0	2	6	0	2	9
4	0	3	4	0	3	8
5	0	4	2	0	4	7
6	0	5	0	0	5	6
7	0	5	10	0	6	5
8	0	6	8	0	7	5
9	0	7	6	0	8	3
10	0	8	4	0	9	2
20	0	16	8	0	18	4
30	1	5	0	1	7	6
40	1	13	4	1	16	8
50	2	1	8	2	5	10
60	2	10	0	2	15	0
70	2	18	4	3	4	2
80	3	6	8	3	13	4
90	3	15	0	4	2	6
100	4	3	4	4	11	8
200	8	6	8	9	3	4
300	12	10	0	13	15	0
400	16	13	4	18	6	8
500	20	16	8	22	15	4
600	25	0	0	27	10	0
700	29	3	4	33	1	8
800	33	6	8	36	13	4
900	37	10	0	41	5	0
1000	41	13	4	45	16	8
2000	83	6	8	91	13	4
3000	125	0	0	137	10	0
4000	166	13	4	183	6	8
5000	208	6	8	219	3	4
10000	418	13	4	458	0	0

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	1 Shil.		2 Shil.		3 Shil.	
	l.	s.	l.	s.	l.	s.
1	0	1	0	2	0	3
2	0	2	0	4	0	6
3	0	3	0	6	0	9
4	0	4	0	8	0	12
5	0	5	0	10	0	15
6	0	6	0	12	0	18
7	0	7	0	14	1	1
8	0	8	0	16	1	4
9	0	9	0	18	1	7
10	0	10	1	0	1	10
20	1	0	2	0	3	0
30	1	10	3	0	4	10
40	2	0	4	0	6	0
50	2	10	5	0	7	10
60	3	0	6	0	9	0
70	3	10	7	0	10	10
80	4	0	8	0	12	0
90	4	10	9	0	13	10
100	5	0	10	0	15	0
200	10	0	20	0	30	0
300	15	0	30	0	45	0
400	20	0	40	0	60	0
500	25	0	50	0	75	0
600	30	0	60	0	90	0
700	35	0	70	0	105	0
800	40	0	80	0	120	0
900	45	0	90	0	135	0
1000	50	0	100	0	150	0
2000	100	0	200	0	300	0
3000	150	0	300	0	450	0
4000	200	0	400	0	600	0
5000	250	0	500	0	700	0
10000	500	0	1000	0	1500	0

The Price of the Commodity by the Tun, Hundred Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.		4 Shil.		5 Shil.		6 Shil.	
l.	s.	l.	s.	l.	s.	l.	s.
1	0	4	0	5	0	6	0
2	0	8	0	10	0	12	0
3	0	12	0	15	0	18	0
4	0	16	0	20	0	24	0
5	0	20	0	25	0	30	0
6	0	24	0	30	0	36	0
7	0	28	0	35	0	42	0
8	0	32	0	40	0	48	0
9	0	36	0	45	0	54	0
10	0	40	0	50	0	60	0
20	0	80	0	100	0	120	0
30	0	120	0	150	0	180	0
40	0	160	0	200	0	240	0
50	0	200	0	250	0	300	0
60	0	240	0	300	0	360	0
70	0	280	0	350	0	420	0
80	0	320	0	400	0	480	0
90	0	360	0	450	0	540	0
100	0	400	0	500	0	600	0
200	0	800	0	1000	0	1200	0
300	0	1200	0	1500	0	1800	0
400	0	1600	0	2000	0	2400	0
500	0	2000	0	2500	0	3000	0
600	0	2400	0	3000	0	3600	0
700	0	2800	0	3500	0	4200	0
800	0	3200	0	4000	0	4800	0
900	0	3600	0	4500	0	5400	0
1000	0	4000	0	5000	0	6000	0
2000	0	8000	0	10000	0	12000	0
3000	0	12000	0	15000	0	18000	0
4000	0	16000	0	20000	0	24000	0
5000	0	20000	0	25000	0	30000	0
10000	0	40000	0	50000	0	60000	0

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	7 Shil.		8 Shil.		9 Shil.		10 Shil.	
	l.	s.	l.	s.	l.	s.	l.	s.
1	0	7	0	8	0	9	0	10
2	0	14	0	16	0	18	1	0
3	1	1	1	4	1	7	1	10
4	1	8	1	12	1	16	2	0
5	1	15	2	0	2	5	2	10
6	2	2	2	8	2	14	3	0
7	2	9	2	16	3	3	3	10
8	2	16	3	4	3	12	4	0
9	3	3	3	12	4	1	4	10
10	3	10	4	0	4	10	5	0
20	8	0	8	0	9	0	10	0
30	10	10	12	0	13	10	15	0
40	14	0	16	0	18	0	20	0
50	17	10	20	0	22	10	25	0
60	21	0	24	0	27	0	30	0
70	24	10	28	0	31	10	35	0
80	28	0	32	0	36	0	40	0
90	31	10	36	0	40	10	45	0
100	35	0	40	0	45	0	50	0
200	70	0	80	0	90	0	100	0
300	105	0	120	0	135	0	150	0
400	140	0	160	0	180	0	200	0
500	175	0	200	0	225	0	250	0
600	210	0	240	0	270	0	300	0
700	245	0	280	0	315	0	350	0
800	280	0	320	0	360	0	400	0
900	315	0	360	0	405	0	450	0
1000	350	0	400	0	450	0	500	0
2000	700	0	800	0	900	0	1000	0
3000	1050	0	1200	0	1350	0	1500	0
4000	1400	0	1600	0	1800	0	2000	0
5000	1750	0	2000	0	2250	0	2500	0
10000	3500	0	4000	0	4500	0	4000	0

The Quantity of the Commodity to be bought or sold.

The Price of the Commodity by the Tun, Hundred, Pound, Ounce, Dozen, Yard, Ell, &c.

The Quantity of the Commodity to be bought or sold.

Numb.	1 Lib.	2 Lib.	3 Lib.	4 Lib.	5 Lib.
	l.	l.	l.	l.	l.
1	1	2	3	4	5
2	2	4	6	8	10
3	3	6	9	12	15
4	4	8	12	16	20
5	5	10	15	20	25
6	6	12	18	24	30
7	7	14	21	28	35
8	8	16	24	32	40
9	9	18	27	36	45
10	10	20	30	40	50
20	20	40	60	80	100
30	30	60	90	120	150
40	40	80	120	160	200
50	50	100	150	200	250
60	60	120	180	240	300
70	70	140	210	280	350
80	80	160	240	320	400
90	90	180	270	360	450
100	100	200	300	400	500
200	200	400	600	800	1000
300	300	600	900	1200	1500
400	400	800	1200	1600	2000
500	500	1000	1500	2000	2500
600	600	1200	1800	2400	3000
700	700	1400	2100	2800	3500
800	800	1600	2400	3200	4000
900	900	1800	2700	3600	4500
1000	1000	2000	3000	4000	5000
2000	2000	4000	6000	8000	10000
3000	3000	6000	9000	12000	15000
4000	4000	8000	12000	16000	20000
5000	5000	10000	15000	20000	25000
10000	10000	20000	30000	40000	50000

The Use of the Tables before-going.

THese Tables will serve for many uses ; but that which they will be most used about, as being most necessary, is, to find out the true Account of any Number of Ells, Yards, or Pounds, being sold for so much the Yard, Ell, or Pound.

Example :

What will 5000 Ells of Lockram, at 11 Pence the Ell come to? To find this, First look to the Price of the Ell at the head of the Table, then look down the side of the Table for the Number of Ells, so you shall find in the last Column but one in the Table, and in the last line but one thereof, that 5000 of any Thing at 11 Pence a piece, comes to 239 Pound, 3 Shillings, 4 Pence.

If you cannot find your Price in one Column, or Number of Things in one Line, you must make Two or Three Parts thereof, and add them all together.

Another Example.

What will 1500 Ells, at $9d \frac{1}{2}$ come to?

In the Table of Nine-pences, you will find,

	<i>l</i>	<i>s.</i>	<i>d.</i>
For 1000 Nine-pences —————	37	10	0
For 500 Nine-pences —————	18	15	0
In the Table of Half-pence,			
For 1000 Half pence, —————	02	01	8
For 500 Half pence, —————	01	00	10
	—59	—07	—06

The young Sailor or Marriner's, Guide or Instructor, where to enable him with a little practice, to understand the Art of Navigation and Mystery of Sailing, &c. Taken from the practice of experienced Masters of Ships, and the Rules and Observations layen down by the best Mathematicians.

C H A P. I.

The Introduction to Sea Affairs in knowing the usual Sea Terms or Words used in the Management of Ships and in Sailing proper for young Beginners.

HAVING thus far proceeded to lay down many useful things relating to Merchants and Merchandise, Owners, Masters of Ships, Factors, &c. I have thought fit to close this Book, and it is not improper, but may prove of much advantage with Instructions, and choice, through plain Directions to young Navigators or Sailors and Ship Officers, to give them a Knowledge in what they undertake; that so having the ground work, they may the sooner improve by Practice and Experience, and so raise themselves, as Fortune or Opportunity offers or gives them a prospect of advancing themselves; and these Directions I have made bold to borrow for their sakes from the many large volumes written by long Experienced Commanders and the best Mathematicians.

But first to begin with the lower Rank, or such as enter themselves on Board, and loose a long time in admiring but not understanding hard Words or Sea Terms, to which they have no ways been used, therefore to save them that time, I have thought fit to set down briefly what may not improperly be call'd

called a Saylor's Dictionary, so that getting them by themselves without Hurry or Confusion they may be ready to answer and do the things they signifie at the first hearing them, or Word of the Commander, or such as are in place or appointed to give Orders.

A

When you hear them say, Strike Amain, it is meant by it, that the Topsails must be lowered.

The Anchor is foul, that is, the Cable's got about the Fluke.

Abaft or Aback forward, the fore part of the Ship, or towards the Stern, as the Mast hangs Abaft, that is, towards the Stern.

The Anchor is in the Peak, that is, right under the Hawse or Hole through which the Cable it is fastened to runs out.

The Anchor is a Clock Bell, that is, it hangs up down by the Ship's side.

An Awning is a Sail or Canopy hung over the Deck to screen off the heat of the Sun in scorching Climates.

How cheer you Fore and Aft, that is, fares all the Ship's Crew.

Amain, a word used by Warship, to bid his Enemy yield.

To bear hard with the Land, &c. to sail towards.

To Ball, is to lade Water out of the Ships hold.

To bear unto, is to sail before or with a Wind unto a Harbour or Channel.

Bear up round, is to put the Ship right before the Wind.

To bend a Cable is to make it fast.

A Birth, a convenient place.

The Ship is bilged, that is, struck off some of her

her Timber against a Rock or Anchor, and Springs a Leak.

A Bight, any part of the Rope between the ends.

A Bitter, is a turn of the Cable about the Bits.

The Bits 2 square pieces of Timber, to which the Cables when the Ship rides at Anchor are fastened.

The Ballast shoots, *viz.* runs over from one side to the other.

Bear up, a Term used in cauding a Ship when they would have her sail more before the Wind.

A Bonnet, an addition of another Sail.

Lace on the Bonnet, is to clap it on; and shake it off, is to take it away.

Board and Board, a Term when two Ships come near to touch each other.

The Ship goes lasking, veering, quartering, or large are to the same Signification, *viz.* That she goes not before nor by a Wind but between them.

The Course is the point of the Compass on which the Ship sails, also the Sails are called Courses.

To break Bulk, is to open the hold and take out Goods.

Cut the Sail, that is, unfurle it, and let it fall down.

A Fathom, a measure of Two Yards.

To hand or furle a Sail, is to wrap it up close together, and to bind it with little strings called Caskets fast to the Yard.

To lower or strike the flag is to pull it over upon the Cap in War, a sign of yielding in Peace Homage or Respect,

To heave out the Flag is to unwrap from about the Staff,

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Free the Ship or Boat, is to pump or bail the Water out.

Weather Gage, is when one Ship has the Weather or Wind of another.

To Hoise, is to hale or lift up, as Hoise up the Yards, &c.

Lash, is to bind.

Lee Shoar, is that Shoar against which the Wind blows.

Have a Care of the Lee Latch, that is, take care the Ship goe not out too much to the Lee ward.

Mizon Sail, has several words peculiar to it, as set the Mizon, viz. fit the Mizon Sail, change the Mizon, that is, bring the Yard to the other side of the Mast, speak the Mizon, viz. put the Yard right up and down the Mast, spell the Mizon, that is, let go the Mizon and peek it up.

To Moor a Ship, is to lay her at Anchor, that she may ride without danger.

Off ward, is contrary to the Shoar, viz. the Ship stands for the offing, that is, sails from the Shoar into the Sea.

The Capstain purchases a Pace, that is, draws in the Cable apiece.

Quarter Winds, are when the Wind comes in, Abast the Main Mast Shrouds even with the Quarter,

A Quoiling is a Cable or Rope laid up round one Track over an other, and the Track is termed the Quoiling.

To Reeve, is to put a Rope through the Block, and to pull a Rope out of a Block, is termed unreeving the Rope.

Route in, that is, Hale, a word proper to the Cable and Hawser when they are slack to make them tight or straight.

Seaz, is to make fast or bind.

To

To settle a Deck, is to lay it lower.

To sound, is to try with Line and Plummets or other things, how many Fathom of Water you are in, to prevent coming a Ground.

To splice Ropes, is to untwist two ends of the Ropes, and then twist them both together, fastning with binding a string about them.

The Bowspirit steers, that is, it stands too upright.

Tack about, that is, to bring the Head of the Ship about to lie the other way, Starboard is to right, Larboard to the left side.

A Windward Tide, is when the Tide runs against the Wind.

Talle Aft the Sheer, this is a Term used for hauling aft the Sheets of the Main or Fore Sail.

A Leward Tide is, when the Tide and Wind drive the same way.

To Tow, is to draw anything after the Ship, or Tow the Ship with the Boat on Slack wind.

The Traverse is the Ships way.

To veer, is to let out or veer more Rope, veer more Sheer, &c.

To weather a Ship, is to go to the Windward of her.

The Ship is walt, that is, wants Ballast.

These are the most material Words or Terms used by Saylor's on these Occasions, though there are some others as things occur, but for brevities sake I must leave the Reader to consider of these, whilst I pass on to further useful things.

C H A P. II.

To work a Ship at Sea in proper Sea Terms given by experienced Commanders, as I find set down in their Book extant.

The Wind is fair.

Commander **T**HE Wind is fair, tho' but little, it comes well as if it would stand. Up a Head and loose your fore Topfail in the Top, that the Ship may see we will sail, bring Cable to the Capston, heave up your Anchor, loose your Foresail in the Brails, put a Board, the Colour's loose, the Mizon in the Brails, heave up the Anchor, the Anchor is a Peek, heave out the Topfails, hale home the Topfail Sheets.

The Anchor is a Weigh, let fall your Foresail, hoise up your Fore Topfail, hoise up your Main Topfail, up and loose the Main Sail and let him loose, Spritsail and Spritsail Topfail, bring the Fore Tack to the Car Head, Trim our Sails Quartering, Hoise up our small Sails, heave out the Mizon Topfail, and let him.

Now we are clear, and the Wind like to stand, Hoise in our Boat, before it be too much Sea abroad, main Tack aboard, fore Tack, a Lee the Helm handsomly, and bring her too easily, that she may not stay, Brace the Foresail and Fore Topfail to the Mast, and hawl up the Lee Bowlings, that the Ship may not stay pass Ropes for the Boats on the Lee side, and be ready to clap on your Tackle, and hoise them in, stow them fast and let go the Lee Bowling of the Foresail, and weather the Braces.

Right

Right your Helm, hale aft the the Foresheets, trim the Sails quartering as before ; loose Spritsail, and hale aft the Sheet, and hoise on the Spritsail, top Sail, and other small Sails; set the main stay Sail, and the fore Topfail, Stay fail, Mizon Sail, and Main Topfail, lace on your Bonets, that we may make the most of our way to our Station.

Clear your Ropes, come get up your Steering Sails, the Lee-steering-sails off Main Sail, and Main Topfail, Forefail and Foretopfail only, for they will sit fairest and and draw most.

By this manner of Command and Obedience to it ; a Ship of the greatest burthen or force is set right, and put under Sail, now as to her sailing, it is further to be considered, viz.

Suppose a Ship right afore the Wind, and a fresh Gale.

The wind is vered right aft, take in your Fore and Fore Topfail, Steering Commander. Sail, and Fore Topfail, and Main and Main Topfail, Stay Sails, for they are becalmed by the after Sails, and will only beat out.

The Wind blows a fresh Gale, round aft the Main Sheets, and Fore Sheets, square your Yards, and take in your Main and Main Topfail, Steering Sails, unlace your Bonets, take in your Main and Fore Topgallant Sails, your Spritsail, and Mizon Topfail; let go the Sheets, and hand home your Flew Lines, cast off Topgallant Bowling.

And in this manner of ordering, all the small Sails are taken in and furled, when the Wind blows too hard to bear them.

Now suppose the Wind vereth forward and Scanteth.

The Wind Scanteth, vere out some
Commander. of your Fore and Main Sheets, and
 Spritsail Sheets, and let go your Weather Braces, Top your Spritsail Yard; the Wind still vereth forward, get a Board the Fore Main Tack, cast of your Weather Braces, the Sails are in the Wind.

Hawl of Main and Fore Sheets, the Wind is sharp: Hawl forward the Main Bowlings and Fore Bowlings, and hawl up the Main Topfail, and Fore Topfail Bowlings, and set in your Lee Braces, and keep her as near as she will live.

In this manner of Command and Ordering, are all the Sails trim'd sharp and by the Wind.

Now suppose the Wind blows, as the Sea Term calls it Fisking.

The Wind blows hard, settle our
Commander. Fore and Main Topfails, two Thirds of the Mast down, it is more Wind, hawl down both Topfails close.

Stand by, take in your Topfails, let go the Topfail Bowlings, and Lee Braces, spill the Sails, hawl home the Topfail Clewlines, square the Yard.

By this means the Topfails are furled, and the Ship is in all her low Sails or Courses.

Now suppose it bloweth a Storm, the words are.

It is like to overblow, take in your
Commander. Spritsail, stand by, to hand the Forefail, cast of the Topfail Sheets,
 Clew:

Clewgarrets, Leechlines, Buntlines, stand by the Sheet and Braces, lower the yard, and furl the Sails: Here is like to be very much Wind, see that your Main Hall yards be clear, and all the rest of your Geer clear, and cast off. Is all clear? lower the Main Yard, hawl down upon your Down, hawl up the Clewgarrets, lift Leechlines and Buntlines, and furl the Sail, fast and fasten the Yards, that they may not Traverse and Gall.

By these means your Ship will be a Try under the Mizon.

Now suppose the Sea be grown very hollow, the words are.

We make fowl Weather, look the Guns be all fast, come hand the Mizon, the Ship lyes very broad; off, *Commander.* it is better Spooning before the Sea, than trying or hulling, go Reef the Foretail, and see him, hawl aft and Fore Sheets, the Helm is hard a Weather, and mind at Helm what is said to you carefully.

The Ship wears bravely, steady she is before it, belay the Fore Down, hawl, it is done.

The Sail is split, go hawl down the Yards, and get the Sail unto the Ship, and unblind all the things clear of it.

Starboard hard up right your Helm, port port hard more hands.

A very fierce Storm the Sea breaks strange and dangerous, stand too, hawl off upon the Linnard and Whipstaff, and help the Man at the Helm, and mind what is said to you, the scuds before the Sea very well, let the Top Mast stand; for being aloft the Ship is wholsomer and maketh better way through the Sea, seeing we have Sea room.

Thus

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Thus much for a Ships management in fair and fowl weather, now for turning to the Windward.

Supposing the storm over, let us turn to the windward, the words are these.

The storm is over, set Foresail and Commander. Main Sail, bring up Ship too, set the Mizzen and Main Topfail, and Fore Topfail, our Course is, E. S. E. the Wind is at South, get the Starboard Tacks aboard.

Cast off your Weather Braces and Lests, set the Lee Braces, and hawl forward by the Weather Bowlines, and hawl them tight and belay them, and hawl over the Mizzen Tack to Windward, keep her full and by as near as she will lye.

How wind your East? a Quade wind. No near hard? no near, the Wind vereth the Eastward still, how wind you? N. W. by N. the wind will be Northerly, make ready to go about, we shall by our course the other way, no near give the Ship way, give the Ship way that she may stay ready a Lee and Helm; vere out the Foresheet, let go the Top Bowlines, cast of the Lee Braces of your Foresail, and Fore Topfail, Brace in upon your Weather Braces, the Foresail is a back stays; hawl Main Sail, hawl let rise Main Tack, cast of your Larboard Braces.

Let go Main Bowline, and Main Topfail, Bowline brace about the yard, and hawl forward by the Larboard Bowlines, get the Main Tack down in the Chefs Trees, the Sheet is close; aft, hawl off, all hawl, get to the Fore Tack, let go Fore Bowline, and Fore Topfail Bowline, hawl aft the Foresheet, hawl tight the Main Bowline, and Main Topfail Bowline, shift the Mizzen Tack. Hawl tight, the Fore Bowline, and Fore Topfail Bowline, set the Lee

Lee Braces, fore and aft keep her as near as she will lye.

No nearer ! how wind you ? *N. N. E.* thus wear no more no nearer keep her full, the Wind is at *N. N. E.* thus wear no more ; how wind you ; *E. N. E.* the wind is at *N.* keep away her Course, *E. S. E.* cast off the Lee Braces, and Weather Bowlines, and set your wealh Braces, vere out the Main Sheet, and Fore Sheet, loose the Spritsail, and Spritsail Topfail, the Mizon Topfail, and Topgallant Sails ; hoise them up the Wind ; vere, aft still, let loose the Fore Tack, the Winds quartering, hawl aft the Foresheet, bring it down to the Cat-head, with a Passaree steady in your Weather Braces, the Wind stand.

In this ordering, the Ship is at the first Steering under all her Canvas, Quarter Winds, and been wrought in the several kinds of Weathers that happen at sea, and in all manner of Winds, so that the young Saylor may by duly observing these Orders, or words of Command, know in a little time how readily to work a Ship, especially as far as belongs to his part in the Station he is in. But from this Introduction, as I might rightly term it : I now proceed to what concerns the ablest Seaman, as to his Instructions in things, wherein I may presume to say many are frequently at a loss

CHAP. III.

To know how many Leagues Sailing upon the point of the Compass, will raise or lay a degree of Latitude, and what departure from the Meridian you make thereof.

First Sailing South and North, you keep still one Meridian, and in Sailing 20 English Leagues; you either raise or depress the Pole 1 degree, but if you Sail upon the first point of the Rumb, from North or South, either Eastward or Westward, then must you Sail 20 Leagues, and on the Third part to raise or lay one degree of Latitude; and so having changed your Parallell 1 degree, you are also departed from your Meridian, 11 Leagues the way which your course was.

Upon the Second Point or Rumb, from North to South 12 Leagues, and one third to lay a degree of Latitude, and your distance from the Meridian, is 8 Leagues and 1 Third.

Sailing upon the third point, 24 Leagues to raise or lay a degree, and distant from the Meridian, is 13 Leagues and 1 Thrd.

Upon the Fourth point 28 Leagues and 1 third, raise or lay a degree of Latitude, and distance from the Meridian, is 20 Leagues.

Upon the fifth point 36 Leagues, raise or lay a degree of Latitude, and distance from the Meridian, is 30 Leagues.

Sailing upon the sixth point or Rumb 52 Leagues, and one third, raise and lay a degree; and having altered your Latitude one degree upon that point, you are departed from the first Meridian, 48 Leagues and 1 third.

If you Sail upon the Seventh point, being the next from the East or West, you may Sail 102 Leagues

Leagues and 2 thirds, before you raise or lay the Pole 1 degree, and then are you 101 Leagues from your first Meridian, but if you Sail East or West, then are you still in a Parallel, and neither raise or lay the Pole.

To find the distance of any two places, knowing the Longitude and Latitude of them.

If the two places differ only in Latitude, then they are under one and the same Meridian, and to know the distance in Miles or Leagues, Multiply the number of degrees of difference by 60 Miles or 20 Leagues; and the product of the Multiplication, gives the true distance between them in Miles or Leagues, according as you work them, for that 60 Miles or 20 Leagues make one degree of a great Circle, but if one place has North Latitude, and another South, then add both their Latitudes together, and work as aforesaid; and if both the places are under the Equinoctial, they then have no Latitude, and there likewise 60 Miles or 20 Leagues make one degree, and the working like the former: If the difference be under 180 Degrees, for if the difference be more, Subtract it from 360 and Multiply the remainder by 60 and 20 as before. Those are so plain and easie that they need no example, but if they differ both in Longitude and Latitude, or in Longitude only in their Parallels, beside the Equinoctial, the working is somewhat more difficult, by reason the farther the Parallels are distant from the Equinoctial, towards either of the Poles, the shorter they are, and the shorter the Parallels are, the fewer Miles make a Degree; so whereas in the Equinoctial 60 Miles make a Degree, yet in Longitude where the Pole is raised above 52 Degrees in this Parallel, 37 Miles make a Degree, and

and so every 37 Miles East or West, in this Parallel are so many Degrees, but knowing the Miles answerable to a Degree in the Parallels desired, if the difference of the two places be only in Longitude, Multiply the difference of their Longitude by the number of Miles answerable to a Degree, and the product sheweth the distance in *English* or *Italian* Miles between the places.

C H A P. IV.

To find the Latitude of a place by the Suns Meridian Altitude or Zenith Distance.

IF the Sun comes to the Meridian of the South and have South Declination, Subtract the Declination from the complement of the Meridian Altitude, and the remainder is the place of observation Northerly, but if the Declination exceed the Zenith Distance, then Subtract the Zenith Distance from the Declination, and the remainder is the Latitude Southerly, as for example.

Admit you are at *S:2*, and the Sun being upon the Meridian in the South, is 37. degrees 30 Minutes distant from the Zenith, and at the same time hath 12 degrees 60 Minutes South Declination, I then demand the Latitude of the place.

The Operation.

Complement of the Meridian Altitude.	37 30
The Suns Declination South Subtract,	12 00
<hr/>	
The Latitude is	25 30 North

If the Sun be on the Meridian in the North, and have North Declination, then subtract the Co-Altitude, or Zenith Distance from the Declination, the remainder is the Latitude Northerly; but if the Co-altitude exceeds the Declination, then subtract the Declination therefrom, and the remainder is the Latitude Southerly; as for example.

Suppose the Declination were 20 North Latitude, and the Co-altitude 12 30. the Sun being in the Meridian upon the North I demand the Latitude.

The Operation.

The Suns Declination North.	20 00
The Co-altitude Subtract.	12 03
	<hr/>

The Latitude of the place is 07 30 North

And thus in other distances you may proceed, observing these Rules with some variation.

How to observe the height of the Pole by the Stars, very useful in Sailing.

The working by the Stars, to find the height of the Pole, is a like with the working by the Sun; and having taken the Altitude of any Star upon the Meridian, mark the Declination, which if it be North, take the Declination of the Star from the height thereof, the remainder taken from 90 leaveth the height of the Pole, but if the Star hath South Declination, add the Declination to the Altitude taken, and the product thereof, taken from 90 Leagues the height of the Pole; as for example.

Suppose on the 25th of November, &c. you find

M

find a Star of the Second Magnitude in the Wing of Pegasus, about 8 of the Clock in the Evening, and found the Meridian Altitude of it to be 51 degrees, 52 Minutes, and by this means you find the Star to have 13 Degrees 24 Minutes North Declination, which take from 51 Degrees 47 Minutes the height observed Leaves 38 degrees 28 Minutes, the height of the Equinoctial, and the complement whereof 51 degrees 32 Minutes, is the height of the North Pole at London.

And so consequently for all those whose Declination is taken from the Equinoctial, but for those Stars that are any thing near to the Pole, whose distance or Declination is counted from the Pole, their working is thus.

You must note, that being far to the Northward, some of these Stars will be twice upon the Meridian, viz, once above the Pole, and once under it, therefore if you observe any Star upon the Meridian under the Pole, add the distance of that Star from the Pole to your Altitude observed, and the Total is the height of the Pole; but if you observe any Star upon the Meridian above the Pole, so much as is the distance or Declination of the said Star from the Pole, you must take from the Altitude taken, and the remainder is the height of the Pole.

A Description and use of the Cross-staff very useful in Navigation.

This Staff is used at Sea to take the Altitude of the Sun or Stars, which is performed with sufficient exactness, especially if it be less than 60 degrees; but if it exceed 60, it is not so certain by reason of the length of the Cross, and the smallness of the Graduations on the Staff; by this Staff I mean that

of latter invention, with one Cross or Transom preferred by many, before that with Three, and is commonly called *Jacob's Staff*.

The Transom of this Staff is made Four square, and fitted to slide upon the Staff; the one side of the Transom is crossed with 6 short lines, the two nearest to each other are distinguished with the number 30, the next 2 with 60 and the remotest with 90 there is a Horizon Vane fitted to this, much like that of a Quadrant.

The use of it is, that the long Transom, supplying the places of 30, 60 and 90 Crosses by the help of the two Vanes sliding thereon; suppose you desired or had occasion to make use of the 30 Crosses, then place the Vanes on the Transom to the Divisions under 30, and 30 on each side of the Staff, and then by removing your Transom to and fro, you may observe your Altitude by the edges of the two Vanes, after the same manner as you do, with the 30 Crosses on the ordinary Cross-staff, and the same is to be understood of the rest of the Crosses; so that with this distinction last noted, this contrive of the Cross-staff, is as useful as any other in all respects and varieties whatsoever; moreover you are not here troubled to shift your Crosses, in case your Altitude should be more than you expect, which sometimes happens, and may chance to be the occasion of losing your observation, but in this Instrument the Crosses are suddainly altered only by removing the Vanes to your respective Division.

✎ Note, that you may place either the upper or lower edge of the Vanes to the Lines on the Transom, as you find most convenient, provided only that you observe by the same edges.

*A Description and use of the Quadrant so useful in
Maritime Observations.*

This Quadrant is of a very commodious Form and Convenience, and the most general Instrument that is used for observing the Sun's Meridian Altitude at Sea.

The parts of this Instrument are Principally 3 Vans and two Arches, which Arches together contain 90 degrees, and give it therefore the Denomination of a Quadrant.

Now to observe the Sun's Meridian Altitude by this Instrument.

First put the Horizon Vane at the end of the Quadrant, and then the sight Vane upon the third Arch. And lastly, the upper edge of the shadow vane upon the sixty Arch as you find them upon the Instrument to a certain number of degrees, proper to your Observation, which readily to perform take this caution.


Consider what will be the complement of the Meridian Altitude that day, then place the shadow Vane, so that the degrees cut by the upper edge of the Vane be always less by 10 or 15 degrees, then you conclude the complement of the Sun's Meridian Altitude, will be that day in the place of Observation.

For instance, suppose the greatest Altitude of the Sun for the time at the place of Observation, be estimated to be 45 degrees, the complement is 45 degrees, which is proper for your present Observation.

When you have thus prepared your Instrument, and being ready upon the Deck, place your back towards the Sun, and holding the Quadrant as upright as possible; place the sight Vane to your
Eye,

Eye, and look through the sight, bring the shadow of the upper edge of the shade Vane, to fall upon the upper part of the slit, or open sight in the Horizon Vane, and at the same time look through the slit for the Horizon, and if the Sea obscure the Horizon from your sight, then slide your side Vane a little lower down, but if on the contrary, your sight doth not extend so low as the Horizon. But if only the Sky presents itself to your Eye, then must you remove your Vane a little higher, and make observation again, continuing to move your sight Vane higher or lower, according to these directions, until looking through it, the shadow falls upon its due place, and that at the same time you exactly see the Horizon through the sight in the Horizon Vane, so have you the Suns present Altitude; but it being the Meridian or greatest Altitude that you are to observe, you must continue therefore to make Observations as frequent as you shall think convenient, (but more particularly you are to tend your Observation, when you see the Sun almost upon the Meridian, till the Sun be to the Westward of the Meridian,) and is lessening his Altitude, for then if you make Observation, the Sky will be seen, and not the Horizon.

In these cases you must not alter your Vanes, but letting them stand, conclude your Observation for the Season, then cast your Eye upon the thirty Arch, and observe how many Degrees and Minutes are cut by the inside of the sight Vane, and thereto add the degrees at the upper edge of the shadow Vane, and the Sun is the complement, or the Suns distance from the Zenith.

 Note, that the small Arch in some Quadrants contains 70 degrees, and the greater Arch 20 degrees, whose Sum is 90. These Arches are numbered and divided like the former, and if that be well

understood, this will not seem obscure; and therefore it is not necessary here to say any thing farther of this alteration.

The Description and use of the Plough, sometimes in great esteem with Mariners.

The Plough consists of a Staff, having a small Arch and 3 Vanes.

The Staff is usually about two Foot and a half long, or 3 Foot at the most, at the Center end of which there is erected a small Arch, divided into 85 degrees, on the side of the Staff are set the Graduations proper to the Plough, beginning at five or six degrees, and encreasing to 10 towards the Arch, every degree being divided into single Minutes.

The Vanes are a Horizontal Vane, and a shadow Vane to be used as the Quadrant, and a sight Vane moving upon the Staff.

The use of this Instrument is contrived for a back ward Observation of Altitude, after the manner of the Quadrant; therefore fix on your Horizon Vane, and place the shadow Vane to a certain number of Degrees, so that they may not exceed the Sun's greatest Altitude, like to be at the time of observation, but even so much at less, but never so much that the difference be above 10 degrees less, for in both these cases the Divisions on the Staff prove useful.

Then put the sight Vane upon the Staff, and bring the shade of the upper part of the shadow Vane, to the upper part of the slit in the Horizon Vane, and look for the Horizon; but if instead thereof you see all Sea, then remove the sight Vane towards the Arch, but if on the contrary you see all Sky and no Water, then move the Vane to-
wards

wards the beginning of the Divisions, this you must reiterate till the shadow falling upon this true place you perceive the Horizon exactly by the slit in the Horizon Vane, and at the same time you have the Sun's present Altitude, and if it be an observation for the Latitude, then this last work must be repeated as often as you think fit, and this Instrument may be used as the Quadrant, and Jacob's Staff by some farther observations on it.

Of the Variation Compass, and its use.

This useful Instrument or Compass, hath a Chard divided into 360 degrees numbered from the North and South, with 10, 20, 30. &c. on the inside the Box are drawn 4 black Lines, on the outside of it is fixed a strong Plate of Brass with 2 Supporters, by which an universal Ring-dial is fastened to the Compass Box, and this Ring-dial is the same with the universal Ring-dial, whereby the Hour of the Day is found, &c. only much larger, and with this difference, that whereas in that the upper Quadrant is divided, in this the lower Quadrant is so divided to rectify it to the Latitude of the place, by a Tooth proceeding from the Brass Plate, on which it is fixed.

Now to find the Variation by it, put the hole in the Bridge to the day of the Month in North Latitude, but to the Declination in South Latitude, using the North Declination instead of the South, and the contrary, and opening the Ring at right Angles, bringing the Latitude of the place to the Tooth upon the Plate, then turn the Compass towards the Sun, till you find the Hour of the Day as by the Dial Ring, so cast your Eye upon the North point of the Needle, and if it concur

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cur with the black Line within the Box, there is then no Variation, but if it swerve to the Eastward, the variation is Eastwardly ; if to the Westward, Westwardly ; and the degrees on the Chard cut by the Black Line, shew the quantity of the variation, as in

Example.

Suppose that your Compass being rectified to the Latitude of the place, and fitted according to direction, you find the Hour of the day, and at the same time perceive the North point of the Needle, to swerve from the Black Line, 10 degrees towards the East, therefore you must conclude the Compass varies 10 degrees Eastwardly.

The use of t'c Sinical Quadrant, to find the difference of Latitude.

The Course and Distance being given to find the difference of Latitude, and the departure from the Meridian.

1 Course the fifth Rumb distant 45 Leagues.

Therefore first put the Index to the fifth Rumb, which done, find the distance given thereon, which is 45 Leagues, and in the Sinical Parallels you will find the Index to cut 25 Leagues, which is the difference of Latitude, and in the Cocinical Parallels it will $37\frac{1}{2}$ which is the departure, &c.

To know how many Leagues you may Sail upon any point of the Compass, to raise or depreis a degree of Latitude in Sinical Quadrant.

Lay the Index upon the point of the Compass, and see where the Sinical Parallel of 20 Leagues (which is one degree in the Equinoctial,) doth intersect the edge of the Index, and there will be showed

shewed the quantity of Leagues you must Sail, to raise or depress the Pole upon any point of the Compass, as in

Example.

If you lay the Index on the third Rhomb, the Sinical Parallel of 20 will shew 24 Leagues, which you must Sail on that point to raise or depress a degree of Latitude, and that point on the Index, will shew in the Sinical Parallel, the departure from the Meridian, to be 13 Leagues.

To find the Latitude of a place on the Terrestrial Globe.

First find the place required upon the Globe, then turn the Globe about, till the place whose Latitude is required, be just under the Brazen Meridian, then no degree stands against it on the Meridian, and that is the Latitude of the place required.

Example.

Suppose it requires, that you find the Longitude of *Rome in Italy*, turn the Body of the Globe about, till *Rome* be just under the Brazen Meridian, and you will see 42 to be right against it; and that is the true Latitude.

To find the Longitude of any place on the Terrestrial Globe.

Turn the Body of the Globe about, till the place required comes under the Meridian, then observe what Degree of the Equinoctial is cut by the

the Brass Meridian, and the number of those degrees, is the Longitude of the place required.

Example.

Suppose it be *Rome* as before, bring it under the Meridian; which done, the Meridian will cut the Equinoctial in 36, and 30 the Longitude required.

To find the distance of places on the Globe.

Lay the beginning of degrees on the Quadrant of Altitude, upon one of the places required: And note, how many degrees are contained between them, which found, Multiply by 60, and the Product will give the distance between the said places in Minutes.

Example.

If it be required to find the distance between *London* and *Rome*, lay the Quadrant of Altitude from one place to another, and you will find 15 degrees to be intercepted between these places, which Multiplied by 60, giveth 90 Miles or Minutes distance between one place and the other.

By the Cæ'stial Globe, how to find the Sun's Rising and Setting.

The Hour Circle being rectified, and the Globe set to the Latitude, turn the Globe about, till the degree in which the Sun is, cut the East side of the Horizon, then cast your Eye upon the hour Circle, the Index will show you the time of the Sun's Rising, and the Globe being turned about, till the de-

gree

degree of the Sun cuts the West side of the Horizon, the Index will shew you the time of the Sun's setting.

Example.

If it be required to find the Sun's Rising and Setting in the 5th day of May, in the Latitude of London; the Sun being then in the 25th Degree of Taurus. First find that degree in the Ecliptick Line, which turned to the East part of the Horizon, you will find the Index point to a Quarter after Four of the Clock; and the same point of the Ecliptick being turned to the West part of the Horizon, you will find the hour Index point at 3 Quarters past 7.

And thus having the time of the Sun's Rising and Setting; you may at any time find the length of Day, and Night for the time of the Sun's Rising doubled, gives the length of the day.

The 32 Winds or Seaman's Compass.

Observe upon the Compass the Line of North and South, found out by the Needle, and a Line crossing; this at Right Angles sheweth the East, and so they have the 4 Cardinal Winds cross again each of these Lines, and the 8 whole Winds so called and another Division of these, make 8 more which are called half Winds, a third maketh 16 called quarter Winds, so that they are in all 32, every one of these Winds is otherwise termed a several point of the Compass, and the whole Line consisting of 2 Winds as the Line of the North and South, or the East and West is called a Rhomb, and the Winds and Rhomb, thus assigned are by an equal Division of two great Circles in 32 parts.

Ex.

Experiments on the Logline, to know how a Ship makes her way at Sea.

In this case compute 6 Miles, or 20 Leagues to 1 degree, and 1 Mile contains 6120 Feet, or 1020 Fathoms, and so 1 League contains 18360 Feet, or 3060 Fathoms, for dividing 367200 by 60 the Quotient is 6120, then 6 Miles being 1 degree, every Mile is 6120 Feet.

Now suppose the time of running out the Logline to be measured by a half Minute Glass, if we observe how many Feet or Fathom she runs in half a Minute, we may thereby find her way for an hour or 4 hours, or for any other time proposed.

As admit there runs out of the Logline 51 Feet, in half a Minute or $8\frac{1}{2}$ Fathoms and you desire to know what way the Ship makes every hour after the same rate, say by the Rule of Proportion.

If $0\frac{1}{2}$ Minutes give 51 Feet.

What gives 60 Minutes or,

If 1 Minute give 102 Feet,

What gives 60 Minutes.

And so Multiplying, you will find 6120 Feet, which is one Mile, or if you would find her way for Four hours, which is 240 Minutes say.

As 1 Minute is in proportion to 240 Minutes,

So are 102 Feet to 24480 Feet or 4 Miles.

Or if you would have it in Fathoms say;

As 1 Minute is in proportion to 240 Minutes,

So is 17 Fathom to 4080 Fathoms the Ships way in Four Hours, and the like is to be conceived if your Glass be for any other quantity of time above, or under a Minute.

By Distance and Departure from the Meridian, given to find the Course, &c.

As the Miles of Distance you have run, is a Proportion to the whole sine, so the Miles of your departure from the Meridian to the Sine of your course to the South or North, as for

Example.

Being departed, from the first Meridian 75 Miles, in the running of 50 Leagues, or 150 Miles, I demand upon what point you have sailed; it being between South and West, to which answer.

If 150 give 10000 what 75? 5000.

Fecit 5000, whose Arch 40 degrees, is the distance from South towards West, that the course is which is South West, and by South and Southerly, and by the like Rules you may understand other courses, and how you stand in any Latitude, &c.

The use of the Azimuth Compass, when you make Observation.

To do this exactly, first take care to rectifie the Brass Line on the edge of the Box, (by the Needle and Fly that are within the Box,) according as the nature of the Observation requires; for if the Observation be in the Forenoon, then must you put the Center of the Index upon the West point of the Card or Fly within the Box, so

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that

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that the Four Lines on the edge of the Card, and the Four Lines by the inside of the Box do always concur.

When you have thus rectified the Instrument, then turn the Index towards the Sun, till the shadow of the Hypotenusal Thread do directly fall into the very slit of the Sight, that is upon the Index, and likewise upon the straight Line, that is in the middle of the Index, then at the same time the inward edge of the Index, will cut the degree and Minutes of the Sun's Magnetical Azimuth, from the South or North part of the Meridian being judiciously considered. As for example.

Now suppose the Instrument be rectified for the Forenoon Observation, and that the Index should cut 10 degrees upon the Limb to the Northward of the East, then is the Azimuth of the Sun 8 degrees, from the North part of the Meridian, or else 100 degrees from the South part of it; so likewise if the Index had cut 10 degrees to the Southward of the East, then Azimuth would be 80 degrees from the South, and 100 from the North part of the Meridian.

And further note, that the Compass standing in this Position, and if the Azimuth of the Sun be less than 45 degrees from the South part of the Meridian, and you turn the Index toward the Sun, then will it cut off the division of the Limb, and there can be no use made of it, as it now stands.

Therefore it behoves to turn the Instrument just one Quadrant, or quarter of the Compass, viz. place the Center of the Index on the North or South point of the Card, according to the Sun's position from you, and then the edge thereof will cut the degree of the Sun's Azimuth, from the North

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or South part of the Instrument as before; and what is said as to the use of this Instrument, when the Sun is on the East side, the like is to be understood when it is on the West side of the Meridian, and the Observation is best when the Sun is not near the Meridian, because its motion as to its Altitude, is more easily discovered.

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An exact Table shewing how the most remarkable Places bear as to the Points of the Compass, their distance of Miles from London, longest Days and difference of the Meridian.

Names of Places.	The way they bear	Dist. in M.	Long Day		Differen in Merid	
			H. M.	H.	M.	
<i>Amsterdam</i>	E. by N.	226	16	40	0	28 a
<i>Alexandria</i>	S. E. by E	2160	14	0	2	42 a
<i>Antwerp</i>	East fere	248	16	28		24 a
<i>Bayon in Galicia</i>	S. W. by S.	800	15	8		55 S
<i>Calice in France</i>	E. by W.	86	16	25	0	9 a
<i>Bordeaux</i>	South fere	360	15	25	0	8 a
<i>Sevil</i>	S. by W.	950	14	40	0	52 a
<i>Constantinople</i>	E. S. E.	1549	15	15	2	24 a
<i>Candia Isle</i>	S. E. by S.	1791	15	25	2	20 a
<i>Dublin</i>	N. W. by W.	296	17	15	0	5 a
<i>Hamburg</i>	E. N. E.	538	18	0	0	56 a
<i>Dantzick</i>	E. N. E.	961	17	5	1	44 a
<i>Florence</i>	South East	802	15	10	0	57 a
<i>Elfenore</i>	N. E.	577	18	0	0	50 a
<i>Lisbon in Portugal</i>	S. S. W.	985	14	45	1	0 S
<i>Middleborough</i>	East	205	16	30	0	20 a
<i>Jamaica Isle</i>	W. S. W.	5332	13	6	6	59 S
<i>Japan Isle</i>	E. by S.	7919	14	10	11	52 a
<i>Millain</i>	South East	645	15	22	0	48 a
<i>Naples</i>	S. E. by S.	1051	14	50	1	16 a
<i>Mexico</i>	W. by S.	6844	13	20	9	28 S
<i>Quinza</i>	E. by S.	7272	13	35	11	28 a
<i>Rome</i>	S. E. by E.	887	15	4	1	7 a
<i>Red Sea</i>	S. E. by E.	2336	13	56	2	54
<i>Toledo in Spain</i>	S. West	934	14	36	0	36 S
<i>Venice</i>	E. S. E.	744	15	28	1	3 a

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This Table is easily explained, for the several Columns against any place named, you will find to what points of the Compass it bears in the first Column after the Name, the distance of Miles it lies from *London* in the Second, the longest day in the Third, and the difference of Meridian in the Fourth, which may prove a necessary help to Sayers: As for example; *Venice* bears East, South East is 744 Miles distant, the longest day Fifteen hours Twenty eight Minutes, and the difference of the Meridian is one Hour 3 Minutes; and the like observe of the rest. And if you would know the time of the day in these places, as made by the Sun's progress, and to compare this with the Hour of the day at *London*, so as to keep an equal time when you are abroad, in all your material Reckonings, observe this Rule; suppose a place should bear South East by East, distant from *London* 2352 Miles: as suppose *Jerusalem* reckoned at that bearing and distance, where the longest day is 14 hours 8 Minutes, the difference of the Meridian 3 hours 3 Minutes, which shews that exactly: To find the Hour, you must add 3 Hours and 3 Minutes to our time, as if it be two of the Clock here, then add the 3 hours and 3 Minutes, and they make 5 Hours 3 Minutes there; and where S. is set with the difference of Meridians, it shows so much time is to be Subtracted from the time at *London*; as against *Jamaica Island*, you will find the difference of Meridians, 6 Hours 59 Minutes S. Now we grant it to be 12 of the Clock here, and you are willing to know the time of the day there; take 6 Hours, and 59 Minutes out of 12, and there remains 5 hours and 1 Minute, which plainly denotes, it is in that Island but 5 of the Clock in the Morning, and this you may do, for any other place by knowing the bearing

bearing and distance with the difference of Meridian.

Things useful to be understood in Sailing, in matters relating to the Spheres.

1 The Tropick or Circle of Cancer is equally distant from the Equinoctial in North Latitude, 23 degrees 31 Minutes, and 30 Seconds, as the Tropick of Capricorn, is in like manner in the South Latitude, these Tropicks are called Solstices, because the Sun never passes them, either Northward or Southward; but declining to the Tropick of Capricorn till the 10th of December, it then begins to return towards the Tropick of Cancer, and so progresses Northward till it arrive at it on the tenth of June, cutting the Equinoctial twice in a year.

The Zodiack is one of the great imaginary Circles, 12 degrees in breadth, and 360 in length, dividing the Sphere obliquely into two parts, and contains the 12 Signs, from thence called Signs of the Zodiack, viz. Aries, Taurus, Gemini, Cancer, Leo, Virgo, Libra, Scorpio, Sagittarius, Capricorn, Aquarius, Pisces; and is the Ecliptick Line, or way of the Sun so called, by reason it is in the middle, and always the Eclipses happen under that Line.

By Polar or Polary, is meant the Appendages to the Poles of the World, or end of the Axle-tree, about which Astronomers imagine the Heavens to be moved, the North Pole is called the Arctick Pole, and the South Pole Antarktick, where there are at either of these a company of Stars that turn round in their motion, like a Wheel or Circle, but neither rise nor set, by being depressed under the Earth as the Sun and Moon, and other Stars are,

and

and the Polar Circles, are two little Circles near the Poles of the World, described by the Poles of the Zodiack.

That called the Hemisphere, is half the Compass of the Heavens, or so much of it as is visible above the Horizon.

Horizontal, is that which appertaineth to the Horizon, viz. a Circle that divides the upper Hemisphere, or so much of the Heavens, as are visible, from any place where you Stand or Sail, either at Land or Sea.

The Meridian is that which makes it Noon to us wherever we are, and Meridians are Numberless according to the Position of the place; for that which is a Meridian to us at *London*, is not so to those at *Paris*, or any other distant place, unless upon a direct Latitude, drawn as by a Line from due South to due North; but in Longitude it ever varies more or less, as the places vary in either East or West, but it is often held for one of the great Circles, dividing the Sphere into two equal parts, and passing through the Poles of the World, and the Zenith or Verticle point.

The Elevation of the Pole above the Horizon, is the Arch of the Meridian comprehended between the Horizon and the Pole, which Elevation is always equal to the Latitude of the Region, or place, &c.

The Earth is distinguished or divided into five Zones, by the lesser Circles; the two within the Polary Circles are called the frigid or Frozen Zones.

The middle space of the Earth, bounded within the two Tropicks, is called the Burning or Torrid Zones.

The other two distances contained within the Tropicks and Polar Circles, are called the Temperate

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perate Zones, very fruitful and temperate to live in.

The Meridians which are of the greater sort of Circles, and the Parallels of the Equator, which are of the lesser sort, and held or feigned to be on the Earth, are very useful to be considered in many things by Navigators, as well as Geographers.

The Meridians on the Earth are called Circles of Longitude, and the Parallels Terrestrial, of which Rank are the Tropicks and Polaries are nominated, the Circles of Latitude of Countryes.

What is meant by the Longitude and Latitude of a place on Earth.

The Equator of the Earth is divided into 360 equal parts, always beginning this division at the point of the Equator, made by the Meridian Circle, of the utmost Island of *Canaries*, which is called the Meridian, from whence we reckon the other Meridians from the East, wherefore a Meridian Circle, drawn upon any place of the Earth will cut the Equator in the degree of Longitude of the said place.

The Longitude of any place given upon the Earth, is the Arch or Partition of the Equator contained between the first Meridian, and the Meridian of the said place.

In like manner a Circle drawn upon the said place of the Earth, Parallel to the Equinoctial, is called the Circle of Latitude of that place, therefore the Latitude of a place given, is the Arch of the Meridian of the place contained, between the Equator and the Parallel.

The Latitude of a place is either North or South of the Equator, and all places equally distant from the

the Æquator having the same Latitude, find their longest Days of equal Hours, Minutes, &c.

Plain Sayling by the Doctrine of plain Triangulars, applied in Problems.

Notwithstanding the Projection and Ground of the plain Chart, may not be so exact as might be wished, but admits of some Errors, yet being very easie for the young Saylor, especially to introduce him to Knowledge of the more difficult parts of Sayling, I shall here give him a Light unto the method of it.

Prob. I.

The course and distance given, how you may find the difference of the Latitude, and the departure.

Example.

Suppose a Ship Sayling N. E. by N. 372 Minutes.

If her difference of Latitude and departure be demanded, consider the distance sailed, the difference of Latitude, the Departure, the Angle of the course from the Meridian. The Compl. of the course, and then the Operation stands thus.

For difference of Latitude.

As Radius		Log. 10. 00000
To the distance sailed	372'	2. 57054
So in S. C. of the course	56°. 15'	9. 91985
To the diff. Latitude	309'	2. 49039

For

For the Departure.

As Radius	Log.	10. 00000
To the Distance Sailed	372'	2. 57054
So S. course	33° 45'	9. 74474
The Departure	206'	12. 31528

Prob. 2.

The Course and Diff. Latitude, being given to find the distance of Departure.

Example.

Suppose a Ship Sail, N. W. by N. until her difference of Latitude be 309' and her Distance and Departure be demanded.

*The Operation is this.**For Distance.*

As S C. of course	56° 15'	Log.	9. 91984
To the Diff. Latitude	309'		2. 48996
So is Radius			10. 00000
To the distance Sailed	371'		2. 57012

For Departure.

As S C. course	56° 15'	Log.	Co. Ar. 0. 08016
To the Diff. Latitude	309'		2. 48996
So is S. course	33° 45'		9. 74474
To the Departure	206'		2. 31486

Prob. 3.

Prob. 3.

The course and departure given, to find the distance and difference of Latitude.

Example.

Suppose a Ship Sailing, S. E. by S. until her departure be 206' the distance and difference of the Latitude, is demanded in operation thus.

For Distance.

As S. course	33°. 45'	Log. 9. 74474
To the Departure	206	2. 31387
So is Radius		10. 00000
To the Distance	370	2. 56913

For the Diff. Latitude.

As S. course	33°. 45'	Log. 0. 25526
To the Departure	206'	2. 31387
So is S C. course	56° 15'	9. 91985
To Diff. Latitude	308'	12. 58898

Prob. 4.

The distance and difference of Latitude given, to find the course and departure.

Example.

Suppose a Ship Sails between the North and East 372' until her distance of Latitude be 309, and the

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the course of the Departure be demanded, the Operation is this.

As the Distance Sailed 372' Log. 2. 57054

To Radius 10. 00000

So is Diff. Latitude 309' 2. 48996

To the S C. course 33° 50' 9. 91442

For the Departure.

As Radius Log. 10. 00000

To the Distance 372' 2. 57054

So in S. course 33° 50' 9. 74568

To the Departure 207 12. 31622

Prob. 5.

The Distance and Departure given, to find the course and difference of Latitude ; as for example.

Suppose a Ship Sail between the South and West 372' until her departure be 206' and the course and difference of Latitude is demanded, the operation is this.

For the course.

As the Distance 372' Log. 2. 57054

To the Radius 10. 00000

So is the Departure 206' 2. 31387

To the South course 33° 37' 9. 74333

For

For the difference of Latitude.

As Radius	Log.	10. 00000
To the Distance	372'	2. 57054
So is S C. course	56° 23'	9. 92052
To the Diff. Lat.	399'	12. 49106

Prob. 6.

The difference of Latitude given, to find the course and distance ; as for example.

Suppose a Ship be sailing between the South and West, until her different Latitude be 390 min. and her departure 206 min. and the course and distance are demanded, the operation is this.

For the Course.

As the Diff. Lat. 309 Min.	Log.	2. 48996
To Radius	10. 00000	
So is departure 206 Min.	2. 31387	
To S. course	33° 41'	9. 82391

For the distance.

As S course	33° 41'	Log.	9. 74398
To the Departure 206 Min.		2. 31387	
So is Radius		10. 00000	
To the distance 371 Min.		2. 56939	
	O		And

And thus much for plain Sailing, which Rules, with a little improvement in practice, cannot but conduce to the benefit and advantage of the Reader.

To find the Latitude of any place upon the Plate, or plain Chart.

Take your Compasses, and set one Foot in the place required, and extend the other Foot to the nearest distance of an East and West Line, that is divided into degrees: then set one Foot where it intersects the Meridian Line, and the other Foot will reach upon the Meridian Line, to the Latitude of the place required.

To find the distance of one place from another.

If the distance you require, be of a less length than that of the Scale, take your Compass and set one Foot in one of the places, and the other in the other place, then with the extent between your Compasses so applied to your Scale of Leagues, will give the true measure of the distances of the two places: But if the distance between the two places, be greater than the length of the Scale; then in the first place, you are to extend the Compass upon the Scale, to the whole length thereof; and with that extent, set one Foot in one of the places required, and then direct the other Foot towards the other place, by the help of a Scale or Ruler in a right Line; and if the distance be greater, turn the distance between the Compass over twice thrice or oftener, as is requisite till you come to the other place required; and if it happens the last extent does fall over the Second place, you must then from the last place where the Compass stayed, draw

draw in the other point, till it touch the required place, and measure that upon the Scales of Leagues; as suppose the Scale 100 Leagues, and if you turn the Compasses Two or Three times over, then is the distance so many Hundred Leagues, and that small distance over measured upon the Scale, giveth the odd Leagues, and so consequently the distance required.

To find upon what point of the Compass one place beareth from another.

If from two points propounded, there be a Rhomb Line, that lyeth directly from place to place, then needs there no more trouble in it, but to look upon the small Compass upon the Plate, and find upon what Rhomb, they bear one from another.

But if the Rhomb-line doth not lye directly from one place to the other, then extend your Compasses in the first place, to the nearest distance to the next Rhomb-line, that in your Judgment you compute to be nearest a Parallel from place to place, and upon the Rhomb-line, run your Compass along, till the other point being at right Angles with it doth reach the other place, and that Rhomb-line, is the true point of bearing the one from the other.

To keep a reckoning upon the Plat of a whole Voyage : It is to be understood, that you are to keep a reckoning of every Days work, either by the Tables, or your Sinical Quadrant, or any other way necessary for such a purpose ; and also to cast up all your Traverses for one or more days ; and then after you have so done, and brought it to the nearest Truth you can, either by observation or otherwise, then you are to set off your work upon

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your Plat, so that the place where your Ship is, may appear to your Eye for the satisfaction of your Mind, and for the information of your Judgment. As suppose that you Sail from the *Lizard* South Westwards; then from that very time you begin to keep your reckoning of your several Courses and distances, until you have some convenient time, to cast up all your work, to find the difference of the Latitude, and your departure from the Meridian of the *Lizard*. The difference of the Latitude, we will suppose to be 30, and the departure to be 50 Leagues, which 30 you must Subtract from the Latitude of the *Lizard*, which we suppose to be 500 00' North, so that the Latitude that the Ship is now in, 47° 00' and 50 Leagues to the Eastwards; therefore to set the place of your Ship upon your Plat, you must use two pair of Plat Compasses; with one pair take the extent between the Latitude of 50 00', and 47° 00'; and set one pair of your Compasses in the *Lizard*, and extend the other point towards the Second place, but so that your Compasses may stand Parallel to a North and South Line, which may easily be found with the other pair of Compasses, by trying whether the Leggs be equidistant from the next North and South Lines; this done, keep one Foot of your Compasses in that point, and with the other pair take the departure 50 Leagues from the Scale of Leagues; then interchange your Compasses, placing these last pair in the point where the other pair stood, set this departure 50 Leagues to the Eastward; and so, that your Compasses may stand Parallel to an East and West line, which you may try as is said before, the second point thus found upon the Plat, and the place of the Ship (according to your reckoning) which was required.


*A Method or Rule to be observed, in paying Ships of War
of her Majesties Navy Royal.*

(1) Flag Officers, Captains, Lieutenants, and Chirurgeons, are to receive in the time of War double pay.

(2) Flag Officers, Captains, of First, Second Third, Fourth and Fifth Rates, also Fire-ships in time of Peace receive single pay.

(3) Lieutenants of First, Second and Third rates, that have served a year or in one engagement shall in time of Peace receive single pay.

(4) Masters of First, Second and Third Rates, that have done the like receive single pay.

 Note, These Officers are to attend her Majesties service, and their Sallaries to be paid quarterly, but for default they lose the benefit thereof.

*Suitable and useful Instructions or Directions,
for Purfers and Stewards, belonging to Men of
War.*

In these places or Trusts, great diligence and care is to be observed in the well management of them, as well for the good of the publick, as their private security, and lawful advantage, for which Reasons I have here set down such Cautionary Rules and Methods, as cannot but be for the advantage of both, and the first thing they are to consider, is the Viaualling, that neither themselves or Ships company be stinted or defrauded in any thing.

Then suppose Viatuals is to be provided for a certain number of Men, as 4 for 112 Days,

And you would know exactly to cast up this, observe this Rule.

40 Men
112 days

80

Explanation.

40

40

$\frac{1}{7}$) 4480

640

3

$\frac{1}{8}$) 1920

240

2

480

may proceed to what quantities you please, for a greater number of Men.

Pounds of Bread and Gallons of Beer, which divide by 7, gives the number of 4 Pound pieces of Beef, and 2 pound pieces of Pork, and Quarters of Pease, which Multiplied by 3 and divided by 8, gives 240 sized Fish or Gallons of Oatmeal, and pounds of Butter, which Multiply by 2 gives pounds of Cheefe, and so by this Rule you

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Of Victuals, every Man is to be allowed for one Week,

	S.	M.	T.	W.	T.	F.	S.	H.
Bisket Pounds	1	1	1	1	1	1	1	7
Beer Gallons	1	1	1	1	1	1	1	7
Beef Pounds			2				2	4
Pork Pounds	1					1		2
Peas $\frac{1}{2}$ pints	$\frac{1}{2}$	$\frac{1}{2}$		$\frac{1}{2}$	$\frac{1}{2}$			2
Fish sized		$\frac{1}{8}$		$\frac{1}{8}$		$\frac{1}{8}$		$\frac{3}{8}$
Butter Ounces		2		2		$\frac{1}{8}$		5
Cheese Ounces		4		4		$\frac{2}{4}$		12

Notethat
for Fish
they give
Oate-
meal.

Now to Multiply the number of Men by the number of Days you are to Victual, and that gives the number of pounds of Bread or Bisket; then as for Beer, you must divide 60 the number of the Gallons in a Hogshead, and that divided by 4, gives the true number of Tuns; as for example.

112 Days

40

60) 4480 (74 Hogsheads 40 Gallons, which divide by 4 gives.

$\frac{1}{4}$) 74 (18

Tuns and two Hogsheads and 40 Gallons, then for your 4480 pounds of Bread, divide by 7 Four pound pieces of Beef, and 2 pound pieces of Pork, and Quarters of Pease ($\frac{1}{4}$)

4480 (640.

Then as for your 640 quarts of Pease, Multiply by 3, and divide by 8, and it gives the Fish size, or instead of it as many Gallons of Oatmeal.

Then

Then for 240 size Fish, there is likewise as many Pounds of Butter, and for 240 Pounds of Butter, 480 Pounds of Cheese.

Upon passing Accounts, you will be allowed a Tun of Casks per Month for Water, and 3 Bisket Bags for a Fourth Rate, but for Iron hoops a small allowance: And here you must take care to deduct your $\frac{1}{8}$ part, as well of Beer, Pease, and Oatmeal by Measure, as of Butter Bread and Cheese by Weight, to make good the waste, and it will not be disputed.

If there be any spare Provision, our Eighties in England the Victualer pays, viz.

For Bread 1 Penny per Pound, Beer 28 Shillings per Tun, Beef 8 d. per Piece, Pork 5 d. per Piece, Pease 2 s. 6 d. per Bushel, Oatmeal 4 s. per Bushel, Butter 3 d. $\frac{1}{2}$ per Pound, Cheese 1 d. $\frac{1}{3}$ ob. per Pound.

If the Men have any Provision that is due to spare, they have liberty to dispose of it for Money, or otherways.

After you have Indented and Victualed, be careful to set it down in a Book, kept for that purpose, and keep your Debtors part together, that you may give a due and punctual charge to the Surveyor of the Victualling, when you pass your Accounts, for you will sometimes receive Provisions, that must always be charged to the Debtors account, as also such Provisions as you may stand in need to borrow from other Ships, and ever be cautious to have no more Casks than is needful, because the Queen pays 5 s. per Tun for Cooperage, beside what you do your self; and certain it is, you will rarely find the number of Staves in any Cask, which you must deliver to Tunnage, viz. 28 Butt Staves to a Butt, 16 to a Puncheon, 14 to a Hoghead, and

to a Barrél: and note, that the 2 pieces of single heading, make a stave as well as the pieces and middle pieces can.

In case of Victualling other Ships Men an Account of it must be kept with the true Names, also the time of beginning and ending; likewise by what order they were Victualed, by which means you may discount it with the Purser of that Ship, either by a return of Victuals, Mony or Receipts.

Keep your Cheque Book, and suffer not the Muster to be made without your self, or Steward to prevent Victualling Men in your own wrong, when pricked by the Clerk of the Cheque, and you are to allow 6 d. per Month to each Man for necessary Mony, with which you are to buy Wood Candles, and Turnery Ware: As for the lading charge, it is Two Shillings per Month, Adds Mony 3 s. 4 d. per Month, and you are allowed 4 d. per Tun for Drawage of the whole Provisions of Beer, all which when you Indent the Victualer will pay.

You are further allowed 8 d. per Month Extra-necessary Mony, which you are to receive when you Indent; if you Indent for a Proportion of Men under 60, then you are allowed 9 d. a Month a Man, but no Adds Mony. As for the under Gauge, it is according as the Casks are found to hold, viz. A Butt 180 Gallons, a Puncheon 72, a Hogshead 54, a Barrel 36, according to Gauge, and what is under Gauge or lessor is wanting, the Victualer, must allow for it, after the rate of 30 s. per Tun, and sometimes 28 s. And to take an account of this under Gauge, and what you find wanting of your Gauge, set down the number gradually, viz. 1, 2, 3. &c. and so to 40, setting the mark on the head, against the number; then add them up together, and divide the Total by 216, and the

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Quotient will be Tuns. If you take in Flower or Currant's for Beef, or for Pork, and Pease you must have 3 Pound of Flower, and half a pound of Currants, for a piece of Beef, and so for a piece of Pork and Pease: And in all that you deliver by Weight or Measure, you must keep back an 8th part for waste, so after the rate of 14 Ounces to the Pound, and 7 Pints to the Gallon.

If you deliver to another Ship at any time, any quantity of Casks, Bags, or Iron hoops, take a Receipt of the particulars in words at length, and deliver not any without an order to your Commander.

If in the time of a Voyage, the Ship puts into any Harbour, and enter into petty Warrant, then must you specify in your Sea Book, the ending of Sea Victuals, and the beginning of Petty Warrant; also the ending of ~~the Sea~~ and beginning of Sea Victuals: And note, that in Petty Warrant, you are to be allowed 12 d. a Man per Month for necessary Mony, but not Adds Mony, leading charges or dravage.

When any Warrant is received by you from the Clerk of the Cheque for Victualling, take care before you deliver it to the Victualer, that you write a Copy of every such Warrant, that so by casting them up, you may know what they amount to; also, take care to return your Casks and Bisket bags, or you will pay 20 s. per Tun for Casks and 12 d. for each Bag.

When at any time you come to cast up your Petty Warrant, it must not be done after the manner of Sea Victuals, but you must take a particular account, how many Flesh days, and how many Fish days, there are in that Warrant, so many pieces of Pork, Quarts of Pease, Flesh days, half

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piece of Pork, half a piece of Beef, and the
orth part of a sized Filh, 2 Ounces of Butter, and a
quarter of a pound of Cheese, Bread and Beer, as
above.

In Petty Warrant you have 2 pound Loaves,
and each Man to have half a Loaf a day.

When you make up your Petty Warrant Ac-
count, then make your self Debtor and Creditor, in
the following manner, viz.

Debtor on the Left hand, to all Provisions re-
ceived with Cask Iron Hoops, and Baggs and Cre-
ditor on the right hand, by what your Petty War-
rant amounts to, and by Cask Iron Hoops, and
Bisket Bags returned.

P A R T. III.

Containing useful Writing, as Bonds, Bills, Acquittances, Wills, Letters of Attorney, and other useful Writings, with Notes of Direction, where any thing appears difficult or doubtful; and some points of Law proper to be known.

Instructions how Obligatory Writings must be made, in what Cases they are binding, and in what not, with good Council and Advice, to save much trouble and charges in Law Suits.

SINCE Obligatory Writings and others are of great use, and on which the hinges of Trade Commerce, and many other things are turned; and considering how few understand to Indite or draw them according to a right Rule, and exact form of Law; I have thought it fit to set down Precedents or examples of all such Writings, as are vulgarly in use; with some Notes, and remarks on them, very necessary to be known by such as are concerned herein, and, by way of precaution, may, save them much trouble, cost, and many times prevent considerable losses and entanglements, which for want of sound advice often happens.

Now it is in the first place to be considered, who are capable of being obliged by Bond, Bill, or other

other Writings, and where the obligation may be defective, to prevent committing faults, and Errors that cannot be so easily mended, or recovered to any content or satisfaction.

You must then be cautious, that those that are obliged for Sums of Mony, Goods bought in the way of Trade, or any other bargain in the way of Commerce, or Traffick; and in many other cases be of full age; that is, one and Twenty Years, or rather somewhat above to prevent cavil, though the punctual time will do, if well proved, but to a Day over: for if they be under that age, the Covenant in such cases will not stand in force against them, because it is not supposed Infants, for so they are stiled under that age, are not of competent Understanding, to make bargains, and enter into Obligations; and indeed a wholsom Law is in force against it, to prevent their being drawn in and Seduced in their nonage, by subtil and crafty Usurers, and such like Vermin who lye upon the catch for young Heirs, and were there not a barr in their way, would ruin Thousands more than they do; also Gamesters and other Rakehels would draw them into Bond, and Prey upon them to their ruin, before they came to their Estates, or know well what the use of Mony is.

Yet in some Cases, a Bond or other Obligation, stands good against such as are not of this age; for it is held for granted, that Males of the age of 14, and Females of the age of 12, may contract and stand obliged for things necessary, as for decent wearing Apparel, suitable to their degree, Physick and Chirurgery, Dyer, Schooling, and their Appendages, that are for the conveniences of Health, and support of Life; yea for Learning of Arts and Sciences, or any Misteries or Crafts, that may enable them to get a Lively hood

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hereafter, or accomplish them in generous Education, so that they proceed not to extravagancy herein, and are not extorted upon, for in such cases they may have redress in equity.

Note again, that the party obliged must be proved, if required, to be *Compos Mentis*, that is in his or her right Senses, at the time of Signing, Sealing, and Delivering, both in this and the former case, neither infected with Madness, Lunacy, nor Idiocy; for Fools, and Madmen are not capable of bargaining, because it is with good Ground presumed, they know not what they do; neither can such a one be tryed for any Criminal Cause, as not being capable of Pleading, or defending himself on Tryal; some hold that Dumbness, Deafness and Blindness, if naturally so, is a good barr against any Obligation signed by such, for those defects render them many ways incapable of knowing or well understanding what they do, and consequently in a good measure, ignorant in what they undertake, wherefore in such cases Men ought to be cautious, how they part with their Mony or Goods, to prevent Vexations in Suits, and stand fair in their business.

The form of a Bond, from one party to another.

Novimus universi per presentes, me Ricardum Illij, de parochia Sancti Catharini in Com. Midd. Mercatorem, teneri & firmiter Obligari Jacobo Foler, de Lond. Armigero, in centum Libris bona & legalis Moneta Anglia solvend. eidem Jacobo Foler, aut suo certo Attornato, Executoribus, Administratoribus, vel assignatis suis, ad quam quidem solutionem bene & fideliter faciendam obligo me Haecde, Executors, & Al-

Of Bonds, Bills, &c.

III

ministratores meos firmiter per presentes Sigillo meo, sigillat dat Quarto die Maii Anno Regni Domina nostra Anna Dei gratia, Anglia, Scotia, Francia & Hibernia Regina, Fidei Defensor, &c. Primo Annoq; Dom. 1702.

The Condition of this Obligation is such, that if the above bounden *Richard Islip*, his Heirs, Executors, Administrators or Assigns, shall well and truly pay, or cause to be payed to the above named *James Folter*, his Heirs, Executors or Administrators, the Summ of Fifty Pounds of good and lawful Money of *England*, in or upon the Nineteenth Day of *August* next ensuing the Date hereof, then this Obligation to be void and of none effect, or else to be and remain in full Force and Virtue.

Sigillat. & Deliberat.

in Presentia

Richard Islip.

A—B

W—D

The Form of a Penal Bill.

Know all Men by these Presents, that I *Jacob Paywell* of *Rotherhithe*, in the County of *Surry* Mariner, do acknowledge my self to owe and stand indebted unto *William Downs* of *London* Merchant, the Summ of Forty Pounds of good and lawful Money of *England*, to be paid unto the said *William Downs*, his Heirs, Executors, Administrators or Assigns, at or upon the Thirtieth Day of *December* next ensuing the Date hereof; for which Payment well and truly to be made, I bind my self, my Heirs, Executors and Administrators, to the said *William Downs*, his Heirs, Executors, Administrators or Assigns, in the Penal Summ of Eighty Pound of the like lawful Money, firmly by these Presents,

in witness whereof I have hereunto set my Hand and Seal the Tenth Day of June, in the first Year of the Reign of our Sovereign Lady *Ann*, Queen of England, &c. Anno Dom. 1702.

Signed, sealed, and
delivered in the
presence of

Jacob Paywell

A — M

And thus by putting the Names in the Plural Number, as *Nor* for *we*, &c. These may be made for Two, Three or more Persons, and so from one to as many, taking care always to put that one in the Singular Number.

A Letter of Attorney, the Form of it.

Know all Men by these Presents, that I *William Simpson*, of the Parish of *Stepney*, in the County of *Middlesex* Merchant, have for sundry good Causes and weighty Considerations, me thereunto moving, nominated, constituted, ordained and appointed, and in my stead and place put my trusty and well-beloved Friend *William Adison* of *London* Merchant, my true and lawful Attorney, to ask, demand, leavy, recover and receive for me, and in my Name, and to my use and behoof, all and every my singular Debt and Debts due to me by Writings obligatory, Note of Hand, Bargain, Contract, or any other way whatsoever given; and by these Presents granting to my said Attorney, my sole and full Power and Authority, to sue, arrest, implead, imprison and condemn any Person or Persons standing indebted to me the said *William Simpson*, Them, their Heirs, Executors or Administrators, for me and in my Name, in any Court Spiritual or Temporal, before any Judge or Justice; and them, their

their Heirs, Executors, Administrators, or any of them again out of Prison, to deliver at his Discretion; and upon the Receipt of any Debt due to me, or part thereof, Summ or Summs of Money, one or more legal Acquittance or Acquittances, Discharge or Discharges for me and in my Name, to make, sign, seal and deliver; as also one or more Attorney or Attorneys under him, to substitute and appoint, and again at his Pleasure to revoke, and further to do, execute, perform and finish for me and in my Name, all singular thing or things, which shall or may be necessary touching or concerning the Premises, as fully, throughly and entirely as I the said *William Simpson*, in my own Person might or could do in or about the same, ratifying, allowing and confirming whatsoever my said Attorney shall so do, or cause to be done in the Premises by these Presents. In witness whereof I the said *William Simpson* have hereunto set my Hand and Seal, the Tenth Day of June, in the first Year of the Reign of our Sovereign Lady *Anne*, Queen of *England*, &c. and in the Year of our Lord God, 1702.

Signed, sealed, and
delivered, &c.

William Simpson. ●

¶ Note this Letter of Attorney may be made special for one certain Summ or more, but then the Person or Persons must be named, and the place of their aboad, the certain Summ or Summs of Money, &c. with the Date of the Obligation Bill of Hand, &c. if there be any, and this and all others are for good Reasons and Causes revocable, yet what has been done before Revocation shall stand good to all Intents and Purposes therein mentioned.

The Form of a General Release.

Know all Men, by these Presents, that I *George Elson* of *Depford*, in the County of *Kent*, Mariner, have remised, released, and for ever quitted claim to *Arthur Bellis* of *Greenwich*, in the said County, Merchant, his Heirs, Executors and Administrators of all, and all manner of Action and Actions, Suits, Bills, Bonds, Writings, Obligatory Debts, Dues, Duties, Accompts, Summs and Summs of Money, Leases, Mortgages, Judgment by Confession, or otherwise obtained Executions, Extents, Quarrels, Controversies, Trespases, Damages and Demands whatsoever, which in Law or Equity, or otherways howsoever, I the said *George Elson*, against the said *Arthur Bellis*, ever had, and which I, my Heirs or Administrators, shall or may Claim, Challenge or Demand, for or by Reason of any means or colour of any Matter, Cause, or thing whatsoever from the beginning of the World to the Day of the date of these Presents. In witness whereof I have hereunto set my Hand and Seal, this Fourteenth Day of *June*, in the first Year of the Reign of our Sovereign Lady *Anne*, Queen of *England*, &c. and in the Year of our Lord God, 1702.

Signed, sealed, &c.

George Elson. ●

⚡ Note that a Bond or Bill be payed, and the Party pretends he has lost that Bond or Bill, &c. to prevent future trouble, be sure to take a general Release, which will bar them, shou'd they be after produced and sued for by the Knavery of the Party, or mistake of his Executors.

The Form of a Will.

In the Name of God, Amen. The Tenth Day of June, in the Year of our Lord God, 1702. I James Goodwald of White-Chappel, in the County of Middlesex Mariner, being very sick and weak of Body, but of perfect Mind and Memory, thanks be given unto God therefore, calling unto Mind the Mortality of my Body, and knowing it is appointed for all Men once to die, do make and ordain this my last Will and Testament, that is to say, Principally and first of all, I give and recommend my Soul into the Hands of God that gave it, and as for my Body, I commend it to the Earth, to be buried in a Christian like and decent manner, at the Discretion of my Executors, nothing doubting but at the general Resurrection I shall receive the same again by the mighty Power of God, and as touching such worldly Estate, wherewith it has pleased God to bless me in this Life; I give, bequeath, devise and dispose of the same in the manner and form following.

Here name what you have or design to give to Wife, Children, charitable Uses, Legacies, or as you think fit, naming the Sums, and how to be raised, if on an Estate or otherways; also name your Executor or Executors, and what you leave them, and this finished, proceed and conclude your Will in the following manner, and I do hereby utterly disallow, revoke and disanul all and every other former Testaments, Wills, Legacies and Bequests, and Executors by me in any ways before named, willed and bequeathed, ratifying and confirming this and no other to be my last Will and Testament, in witness whereof I have hereunto

to set my Hand and Seal, the Day and Year above written.

James Goodmald.

Signed, sealed, published, pronounced
and declared by the said James
Goodman, as his last Will and Te-
stament, in the Presence of us the
Subscribers.

Anthony Wilks.

Thomas Davison.

Anne Cheeker.

Now if a Will be already made, and a Man has no Mind to alter it, but add something more, he may affix the following Codicil or Schedule to it, and it will stand good in Law, as part of the Will.

A Codicil or Schedule to a Will.

Be it known to all Men by these Presents, that whereas I James Goodman of the City of London, Merchant Taylor, have made and declared my last Will and Testament in writing, bearing date the 20th Day of September, 1699. I the said James Goodman, by this present Codicil, do ratifie and confirm my said last Will and Testament, and do give and bequeath unto my loving Cozen John Goodman, the Sum of Fifty Pounds of good and lawful Money of England, and to be payed unto him the same John Goodman by my Executrix out of my Estate; and my Will and Meaning is, that this Codicil or Schedule be, and be adjudged to be part and parcel of my said last Will and Testament, and that all thing and things hereina mentioned and contained be faithfully and truly performed, and as fully
and

and amply in every respect, as if the same were so declared and set down in my said last Will and Testament, Witness my Hand, &c.

Note that the Legacies mentioned in any Will, or annexed by Codicil, the Summ of Money given certain, or any thing else bequeathed, must be mentioned also the Party's Name, to whom it is so willed or bequeathed. (2) Three Witnesses must set their Hands as Witnesses, and not any of them named in the Will or Codicil.

3. If a Will be made at *Amsterdam* in *Holland*, and any Person residing in *England* be made Executor, it is held not to be Authentick if the *City* be only named, and the Country wherein it is situate, seeing there may be an other City or Place of the same Name in an other Country, but if it specify *Amsterdam* in *Holland*, it holds good.

4. If a Party be under Age and willed Twenty Pounds, when he or she comes to Age, and if it so fall out, the Party dye before the Years are accomplished of full Age, yet it is agreed that his or her Executors may recover the said Legacy at the time it should have become due according to the true intent and meaning of the said Will. But if a Party bequeaths his Lands or Tenements to me and my Heirs, and it so happen. I dye before the Testator, then the Demise is concluded to be meerly void.

5. In case a Man be possessed of a Copy-hold, and a Surrender be made by him of his Lands to the use of his last Will, and then he dyes, the Land cannot pass by Tenor of his last Will; but by the Surrender it may, yet the Will is a good Director in such Cases.

6. Now suppose a Party has a term of Years in Land or Tenements, and he hath a right to dispose of them, which said Term he grants to one not allied

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allied to him and dyes, this right so granted shall hold, and though he leave a Wife, she shall make no recovery of the Terms of Years that are remaining, and were in the right of the deceased before disposed of.

7. If a Party by Will hath Lands bequeathed to him for ever, and thereby hath a Fee, it is by many held he hath but a Freehold during Life, but if willed to him and his Assigns, it passes to his Heirs.

A short Note under Hand for Goods and Money borrowed.

May the Tenth, 1702.

Memorandum that I *Jarvis Elliotts*, Citizen and Haberdasher of *London*, upon Consideration of Fifty Pounds received in ready Money, and Goods to the value of Ten Pounds, do promise to pay to *William Charlston* of the same City, Skinner, the Summ of Sixty Pounds of good and lawful Money of England, on the Tenth Day of September next ensuing, the Date hereof, Witness my Hand, the Day and Date above mentioned.

Jarvis Elliotts.

A Bill given for Goods bought, but not yet delivered.

Know all Men by these Presents, that I *Adam Whiteby*, of the Parish of *St. Leonard Shoreditch*, Mealman, have bargained with *James Wilson* of *Farnham*, in the Countey of *Surry*, for Twelve Sacks of Meal, valued and bargain'd for as by Agreement at Twenty Pounds of good and lawful Money of England, which Summ I promise to pay unto him the said *James Wilson*, at or upon the delivery of the said Goods so bargained for and bought,
Witness

Witness my Hand this Twentieth Day of May,
1702.

Adam Whiteby.

Note that Bills without Penalty, are no more lasting than Book Debts as not to be sealed, yet they are a better Security, because the Party's Hand if he contends, is to be proved against him. For the sake of those that understand not Latin Obligations in Bonds, I shall give you the Obligation in English, which may be suited to any Condition, by altering the Name or Names, Place or Places of Abode, Title or Titles, Summ or Sums of Money, Date, &c. and will be good, given in Issue, as if it were in Latin.

An Obligation in English.

Know all Men by these Presents, that I *Jarvis Fulefax*, of the Parish of *St. Mary-le-Bow*, in the County of *Middlesex*, Yeoman, am holden, and firmly do stand bound unto *Richard Doe*, of the Parish of *Acton*, in the County aforesaid, Victualler, in the County aforesaid, in the Summ of Ten Pounds of good and lawful Money of *England*, to be paid unto him the said *Richard Doe*, his certain Attorney, his Executors, Administrators or Assigns, to them, or either of them, to which the Payment well and truly to be made. I do hereby bind my self, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal, Dated the third Day of *May*, in the first Year of the Reign of our Sovereign Lady *Anne*, of *England*, *Scotland*, *France* and *Ireland* Queen, Defender of the Faith, and in the Year of our Lord God, 1702.

And so by this Method, you may proceed to supply your self with what is necessary to be drawn

as to Writings of this Nature, when you have not the Opportunity of a Scrivener, Attorney, or any that can do it for you better than your self, which cannot but be a great help upon Emergencies, beside the saving Charges, all but the stamped Paper in Case of Bonds, and other sealed Writings.

A Warrant by a Proctor, by a Son, to permit an other to Administer upon his Father's Estate.

Know all Men by these Presents, that I *John Simmonds* of *Abingdon*, in the County of *Berks*, but under the Age of Twenty one Years, Son of *Jacob Simmons*, late of the said Town and County deceased, do elect and choose *George Meade* of the same Town and County, Yeoman, my Curator or Guardian, to take Administration of the Goods of my said Father, left unadministered by *Mary Simmonds* my Mother, for my Benefit during my Minority, and to all other Effects of Law whatsoever, and I do give my Power and Authority to Mr. *George Wilde*, and Mr. *William Hobbs*, Proctors of the Court for Probates of Wills, and granting Administrations, joyntly and severally to appear for me, before the Judges, for Probate of Wills, and granting Administration lawfully authorized, and in my Name to pray and obtain the said *George Wade*, to be assigned my Curator or Guardian as aforesaid, and what they, or either of them shall do herein, I promise to hold firm for ever, Witness my Hand this Twentieth Day of June, Anno Dom. 1702.

John Symmonds.

The Form of a Petition to crave Charity.

To the right worshipful Sir T. B. Kt. and Barons, The Petition of James Ailton humbly sheweth.

Whereas your poor Petitioner having been well educated, and been a Trader for considerable Years, bearing

bearing all chargeable Offices through many Losses and Disappointments, is now together with his Wife and Children reduced to a low miserable and most deplorable State and Condition, humbly beseeches your Worship's Charitable Assistance for his present support: For which your Liberality towards him, your poor Petitioner, as in duty Bound, shall ever pray.

Note, that by altering the Matter or Cause, for which you Petition, the like manner and form, may serve on any other occasion whatsoever.

An Assignment of a Lease by Indorsement.

Memorandum, that I William Sibs, in, and for consideration of Forty Pounds of lawful *English* money in hand, payed to me by George Tuther Gentleman, have Granted, Assigned, and set over unto the said George Tuther his Executors, Administrators, and Assigns, as well this present Indenture, and all the Messuage, Tenements, and Hereditaments within mentioned, or to be demised; as also my Estate, Title, Right, and Interest of, and into the same, either by Force, Virtue, or means of this present Indenture, or otherwise Howsoever. Witness my Hand and Seal, this 5th Day of June. 1702.

Sigilat. & Deliberat.

in Presentia.

Thomas Marks,
George Potter.

Will. Sibs,

Livery and Seisin, to be Indorsed on a Deed.

Memorandum, that quiet and peaceable possession of Lands and Hereditaments within mentioned to be granted, was had and taken by the within

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mentioned, *James Selby* the Attorney within named ; and by him was delivered to the within named *John Gibbs*, the Bargainnee in his own proper Person and his Heirs, to the use of him the said *John Gibbs*, and of his Heirs and Assigns for ever ; according to the Tenor from the effect of the within Written Deed, in the presence of us, whose Names are as Witnesses hereunto affixed.

James Groby,

Samuel Long.

¶ If any party cannot Write, but set a mark, either as Witness or Principal, it must be thus Written at length, viz.

The Mark of *John J. L. Long.*

¶ Note that a Letter of Attorney, may serve in general for the recovery of Debts at large, or to sue upon any other account, so far as an Attorney so constituted and impowred, can be warrantable, exspressing more than one particular Debt, or Cause, or Name, or Names of Persons, or in general all, and singular Debts due and owing to me, from any Person or Persons whatsoever. But this Letter may be revoked by the party, giving it at pleasure.

The form of Revoking a Letter of Attorney, upon Breach of Trust, or other considerable Cause.

To all Christian People, to whom these presents shall come ; *James Selby* of the Parish of St. Mary White-Chappel Gent. sendeth Greeting. Whereas I the said *James Selby* upon Trust and Confidence which I had, and firmly reposed in *George Hunt* of London Merchant, did by my Letter of Attorney constitute, and make the said *George Hunt* for me, and in my Name for one Debt, of the Sum of Fifty

Pounds

Pounds due to me, from *Walter Kelley* of *St. Albans* in the County of *Hertsford*, Yeoman, my lawful Attorney, did give and grant to him, my full Power and Authority, to act and deal for me, and to my behoof, as touching that matter, as in the Letter of Attorney given and granted to him, the said *George Hunt*, doth more fully appear: Now know ye that I the said *James Selby*, for that the said *George Hunt*, hath by colour of the said Authority to him given, behaved himself greatly to my hinderance and damage, contrary to the Trust and Confidence reposed by me in him; have Revoked, Countermanded, and made Void, and by these presents do Revoke Countermand, and make Void the said Letter of Attorney granted, and all the Power and Authority of the said *George Hunt*, to him given, as well by the said Writing, as by any other ways or means whatsoever, whereby he can, or may pretend to have any doing or dealing for me, or in my Name; touching or relating to any thing that of Right and Claim appertaineth to me. In Witness, whereof I have hereunto set my Hand and Seal the first day of *May*, in the first year of the Reign of our Sovereign Lady *Queen Ann* of *England*, &c, and in the year of our Lord God, 1702.

*Signed, sealed, and
delivered, in the
presence of, &c.*

James Selby. ●

Note, this Revocation is for a particular Sum of Money, which must always be named in the Body of the Revocation in such Cases, and so must any particular thing, for which the Letter of Attorney was given, but if it be general and no particulars mentioned in the Letter, there is no need of mentioning any particular in the Revokement,

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but

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but it may run in general Terms, viz. For all and singular, my Goods, Dues, Debts, and Demands whatsoever, &c. if you make it revokable, it must be so expressed; and by Assigning a particular Debt over upon consideration, or the whole trust in General.

A Letter of Attorney from a Husband to a Wife, upon a Voyage, or going to Travel beyond the Seas, &c.

Know all Men by these presents, that I *Thomas Watson* of *Westminster*, Gentleman, do hereby Assign, Constitute and Ordain, and in my stead and place do put, appoint, and depute my Loving Wife *Mary Watson*, to be my true and lawful Deputy and Attorney for me, and in my Name, and to my own proper use, benefit and behoof, to ask demand, and require sue for, recover, and receive all such Debts, Duties, Sum and Sums of Mony, Rent and Rents, or Arerages of Rent or Rents, yearly payment, Merchandice Legacies, Monyes due, or to be due upon Pay, Bill, or Bills of Exchange, and all other demands and dues whatsoever as now are, or hereafter shall become due and payable; belonging or to be delivered unto me the said *Thomas Watson*, by or from any Person or Persons whatsoever, or wheresoever, and to pay Mony for me, and to contract for, Demise, and let to farm at the accustomed Rates or more, all or any of my Messuages, Lands, Tenements or Hereditaments whatsoever, and for default of payment, or delivery of any Rent or Rents, or other Sum or Sums of Mony or other thing, or things to me due, or to be due or belonging, to use all lawful ways and means for the recovery thereof; by Action, Suit, Bill, Complaint, Distress, Re-entry, or otherwise, as fully and amply in all and every respect, as I my self might perform all lawfull & reasonable acts in & out of Court touching or concerning the premises, which my said Att. shall think fit and which my self can do, if present. Witness

or could do, if I were personally present to Sue, Im-
plead, make answer, Prosecute and defend in any
Court of Law or Equity, and before any Judge or Ju-
stice in any Suit, Matter or Cause with me, for me, or
against me, as the Cause shall require, to deal or
intermeddle in all Actions, Suits, Affairs, or busi-
ness; and ways touching or concerning me or my
Agent or Factor, or otherwise giving, and by these
presents granting to my said Attorney, full whole
and lawful Authority in the Execution of all, and
singular the premises, and to substitute and appoint
one or more Attorney or Attornies in any of the
Premises, and the same at her pleasure; again to
revoke and make void, and to make and give any
Acquittance, Release or Discharge, upon the reco-
very and Receipt of any Debt, Sum or Sums of Mo-
ny, Rent or Rents, or any other thing whatsoever,
as the Cause shall require, generally to say, do,
execute, compound, conclude, agree, determine,
and finish, all and every other Act and Acts, thing
and things whatsoever, which in or about the
Premises, shall be needful to be had, made or
done, and that in as large and ample manner,
and as fully and effectually to all intents and
purposes, as I my self might, ought or could if
present in my own Person do; Rectifying, con-
firming, and allowing, for firm effectual and
Irrevocable all, and whatsoever my said Attorney
shall do, or cause to be done, in and about the
premises, by virtue of these presents. In witness
whereof I have hereunto set my Hand and Seal
the Ninth day of July, in the first year of the
Reign of our Sovereign Lady Queen Ann, by the

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grace

*and confirming all that he shall Lawfully do
therein by virtue hereof. In witness*

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grace of God, Queen of England, &c. and in the
year of our Lord God, 1702.

*Signed, Sealed, and
delivered in the*

*Presence of
James Foribivill,
Thomas Wygate.*

Tbo. Watson. ●

¶ Note, that this with a little alteration may
be given by a Seaman to his Wife, or another to
receive his pay, that shall become due in his ab-
sence in an *East-India* Voyage, or the like, or for
any other matters, the particulars being named,
or in general no particulars being mentioned, as
the Cause shall require.

*A Letter of Licence, wherein Creditors bind themselves
to give their Debtor a certain Limited time, to pay
the Mony due from him to them.*

To all Persons to whom these presents, shall
come, we whose Names are here under subscri-
bed, and annexed, Creditors of *William Borrel* Mer-
chant of *London*, send Greeting; whereas the said
William Borrel, doth now stand Indebted to us,
his Creditors in divers Sums of Mony, which we
are truly sensible he is not at present able to pay;
and we the said Creditors, and each of us respec-
tively, being well satisfied of the good intent and
meaning of the said *William Borrel*, which he hath
to pay to us, our several and respective Debts.
Now know ye, that we the said Creditors, and
every one of us, for and in the consideration
aforementioned, have given and granted, and by
these presents do give, and grant unto the said
William Borrel, our free License, Liberty, and safe

safe Conduct, as much as in us lies, to go, come, pass, and repass about his business or occasions, for the space of Three whole years, from the date hereof, without Let, Suit, Trouble or Molestation of us, his said Creditors or any of us; our or any of our Heirs, Executors, Administrators, or Assigns, at any of our Suit or Suits; and if it shall so happen, that the said *William Borrel* at any time during, or within the said term of Three full years, shall by us, his said Creditors or any of us, our or any of our Heirs, Executors, Administrators, or Assigns, or by any other Person or Persons, by or through the Commandment, Will, Consent, or Knowledge of us, or them, contrary to the term or true meaning of these presents, be any wayes Arrested, Sued or Molested in his Person or Goods, and be not thereof forthwith discharged and defended; that then the said *William Borrel* his Executors, Administrators, shall by virtue of these presents, be for ever clearly acquitted, and discharged against him or them, his or their Executors or Administrators, or by whose means and consent, the said *William Borrel*, shall be contrary to the true intent and meaning, of this our present Writing of safe Conduct, be vexed sued arrested, attached, or hindered, as aforesaid; and thereof not forthwith discharged and defended, with his reasonable Costs and damage, allowed by him or them, so Arresting, &c. And that it shall and may be Lawful, for the said *William Borrel* to Plead and give in Evidence, this our present Writing and safe Conduct, in full bar and discharge of the Debt and Debts, of such Person or Persons, by whom the said *William Borrel*, shall be so Arrested, Sued or Molested, as aforesaid: In Witness, whereof we the said Creditors, of the said *William Borrel*, have hereunto set our Hands and
Seals

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Seals the Eighth day of *August*, in the first Year of the Reign of our Sovereign Lady *Ann*, by the Grace of God Queen of *England*, &c. and in the year of our Lord God, 1702.

<i>Thomas Mason</i> ●		<i>Edward Priby</i> ●		<i>George Web.</i> ●
<i>William Long</i> ●		<i>James Oaks</i> ●		<i>Tho I/lip.</i> ●

A Bill of Sale for Goods, &c.

Know all Men by these presents, that I *John Waldo* of the Parish of *Stepney*, in the County of *Middlesex* Victualer, for and in consideration of the Sum of Fifteen Pounds, of good and lawful Mony of *England*, to me in hand payed, by *Robert Humphreys* of *Rotherhithe*, in the County of *Surry* Mariner; whereof I do hereby acknowledge the Receipt, and my self therewith fully and entirely satisfied, have bargained, sold, set over, and delivered; and by these presents in plain and open Market, according to the due form of Law in that case made and provided; do bargain, set over, and deliver unto the said *Robert Humphreys*, one Feather Bed, value Three Pounds; Six Leather Chairs, value one Pound, with all other; my Goods and Chattels, now being and remaining in my Dwelling House, in the Parish and County aforesaid; of which particulars I have given him the said *Robert Humphreys*, an Inventory subscribed with my own Hand, bearing even date with these presents: The said Goods and Chattels to have, and to hold to the proper use and behoof of the said *Robert Humphreys*, his Heirs, Executors, Administrators, or Assigns for ever; and I the said *John Wade*, for my self, my Executors and Administrators: The said bargained Premises, unto the

the said Robert Humphreys, his Executors, Administrators and Assigns against all, and all manner of Persons shall warrant, and for ever defend by these Presents; in Witness, whereof with the delivery of one Feather Bed, part of the bargained Premises, I have hereunto set my Hand and Seal the Fourth day of September, in the first year of the Reign of our Sovereign Lady Ann, by the Grace of God, Queen of England, &c. and in the year of our Lord God, 1702. -

Signed, Sealed, and
delivered in the
presence of
Jacob Trulove,
Thomas Munson.

John Waldo. ●

¶ Note, A Bill of Sale may be made to give time, that the Money being repayed in a set time, the Goods to be restored, or else covenanted to be disposed of at the end of that time for default, which with a little variation in the foregoing form, may be drawn by an ordinary Capacity, only putting in, after the words, *shall and will ever defend by these Presents*, viz. Provided, nevertheless that if I the said John Waldo, my Executors, Administrators or Assigns, one or any of us, do or shall well and truly pay, or cause to be payed unto the said Robert Humphreys, his Executors, Administrators or Assigns, the full Sum of Fifteen Pounds, with Lawful interest, at or upon the Tenth Day of March next, ensuing the Date hereof, for the Redemption of the said bargained Premises; then this present Writing to be void, or else to stand and remain in full force and virtue: In witness, &c. and so go on to the end: This may be made for Cattle, Corn, or any moveable Goods or Chattels, and no Attachment,
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Execution, &c. after Sale and delivery of part, this Writing being signed, can lye against them, upon removal, for any Debt due to any one by the party signing the Bill, unless when they are Redeemed, and return again to be his proper Goods.

A Deed of Gift, disposing of something in ones Life time actually, &c.

To all People, to whom these Presents shall come I *William Lambouger* do send Greeting: Know ye, that I the said *William Lambouger* of the Parish of *Hendon*, in the County of *Middlesex* Husbandman; for and in consideration of the Love, good will and affection which I have, and do bear towards my Loving Sister *Mercy Patson*, of the same Parish and County Widdow, have given and granted, and by these presents do freely, clearly and absolutely give and grant, unto the said *Mercy Patson*, her Heirs, Executors, or Administrators, all and singular my Goods, and Chattels; now being in my present Dwelling House, in the parish aforesaid, known by the Name of *Craft Hall*, of which with these presents I have delivered her the said *Mercy Patson*, an Inventory signed with my own Hand, and bearing even date, to have and to hold all the said Goods and Chattels in the said Premises or Dwelling House, to her the said *Mercy Patson*, her Heirs, Executors, or Administrators, from henceforth, as her and their proper Goods and Chattels, absolutely without any manner of condition, as I the said *William Lambouger* have absolutely, and of my own accord have set and put in further Testimony; in witness, whereof I have hereunto set my Hand and Seal, this Tenth Day of June, in the first year of the Reign of our Sovereign Lady *Ann*, by the Grace of
God

Of Bonds, Bills, &c. 131

God Queen of England, &c. and in the year of
our Lord God, 1702.

*Signed, Sealed, and
delivered in the
presence of
John Famon,
William Harper.*

Will. Lambougher.

☞ Note, this may be made of larger extent, as
to Cattle, Corn, House and Land, not entailed,
and these or the Principal of them, must be Named,
and the Deed of Gift so Signed, Sealed and deli-
vered, before sufficient witness freely, and with-
out any compulsion.

A Warrant of Attorney to appear, &c.

To K. J. B. G. Attornies of the Court of Kings-
Bench at Westminster or any of them.

These are to Authorize you, and I do hereby
desire you, or either of you to appear for me Tho-
mas Simpson, in the said Court, at the Suit of
Roger Willson, in an Action of the case, to imparle
unto the said action, and afterward to plead, &c.
and for your so doing, this shall be your sufficient
Warrant; Witness my Hand and Seal the Tenth
Day of June, Anno 1702.

Thomas Simpson. ●

☞ Note, The same words or form will
serve for the Court of Common-Pleas, only
instead of Attornies of the Court of King's
Bench, write Attornies of the Court of Com-
mon

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mon Pleas, and Appearances in the Superiour Courts, or Courts of *Westminster* mentioned, are taken for any Sum of Mony, by way of contract of Debt under Ten Pounds, but above holds to Bail.

ADVERTISEMENT.

The compleat Gentleman Soldier, or a Treatise of Military Discipline, Fortifications and Gunnery. In Three Parts. The first treats of the Rules for the Exercise of Horse and Foot, with all the Evolutions, Wheelings, Doublings, Marches, Encampments, Intrenchments, and other Observations belonging to the whole Art of War, as now practised. The second shews the Principles and Practice of all manner of Fortifications, Regular or Irregular, as now used by the *English, Dutch, French, German and Italian* Engineers. The third of Gunnery, shewing the Qualification of a Gunner; with the Dimensions and Measures of the Rampiers, Parapets, Moats, Bastions, and all other parts. The Delineations of Ravelins, Half-moons, Tenails, Horn-works, Crown-works, and Cittadels. Of Mortars, Bombs, Batteries, Approaches, Trenches, Mines, Assaults, &c. The whole Illustrated with 19 Copper Plates, by an Officer in the Army.

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